CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
November 16, 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

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. https://us06web.zoom.us/j/85349030141?pwd=c0pJR2NQeG8zOXJnbUpBWmZ5UHNjdz09

Passcode: 095736

Or One tap mobile:

+13462487799,,85349030141# US (Houston)

+17207072699,,85349030141# 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 +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592

Webinar ID: 853 4903 0141

International numbers available: https://us06web.zoom.us/u/kfUlathKa

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

OPENING ITEMS

1. Invocation – Pastor Jon Slayden, Hope Community Church

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   a. REGULAR CITY COUNCIL MEETING OF OCTOBER 26, 2021

4. 2021-149 – RESOLUTION SUPPORTING THE ADOPTION AND APPROVAL OF THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY AND APPROPRIATE TO EFFECTUATE THE CITY OF MIDLAND'S PARTICIPATION IN THE STATE OF TEXAS'S SETTLEMENT OF OPIOID-RELATED LEGAL CLAIMS (DISTRICT: ALL) (FINANCE)

5. 2021-150 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARAGON ROOFING, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF DURO-LAST DURO-FLEECE 50-MIL ROOFING AT THE POLICE DEPARTMENT FOR A TOTAL COST OF $272,350.00; APPROVING $27,650.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID CONTRACT (DISTRICT 2) (GENERAL SERVICES)

6. 2021-151 – RESOLUTION APPROVING THE PURCHASE OF SIX (6) REFUSE SIDE-LOADER TRUCKS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR THE GARAGE DIVISION AT A TOTAL COST OF $1,234,026.06 (DISTRICT: NONE) (GENERAL SERVICES)

7. 2021-152 – RESOLUTION AWARDING A CONTRACT FOR THE PARK AVENUE HEIGHTS 2 PAVING PROJECT TO REECE ALBERT, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,455,032.00; ALLOCATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

8. 2021-153 – RESOLUTION APPROVING THE PURCHASE OF AN INTERNATIONAL HV607 6X4 CHASSIS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR THE GARAGE DIVISION AT A TOTAL COST OF $114,007.43 (DISTRICT: NONE) (GENERAL SERVICES)

9. 2021-154 – RESOLUTION AWARDING A CONTRACT FOR THE GARFIELD STREET UTILITY BOND PROJECT-BREAK OUT SET 01 TO CD KING CONSTRUCTION, LLC, DBA JD KING, IN THE AMOUNT OF $1,509,689.40; APPROVING $150,968.94 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS (DISTRICT 3) (GENERAL SERVICES)

10. 2021-155 – RESOLUTION AWARDING A CONTRACT FOR THE GARFIELD STREET WATER MAIN IMPROVEMENTS PROJECT TO TEC EXCAVATION, INC., IN THE AMOUNT OF $524,090.00; APPROVING $52,409.00 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS (DISTRICT 3) (GENERAL SERVICES)

11. 2021-156 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR EMERGENCY REPAIR SERVICES OF THE WALL STREET SEWER MAIN BY BOLER EQUIPMENT SERVICE, INC., FOR A TOTAL COST OF $174,125.00 (DISTRICT 3) (GENERAL SERVICES)

12. 2021-157 – RESOLUTION AWARDING A CONTRACT FOR THE NORTH A STREET

PAVING BOND PROJECT TO CD KING CONSTRUCTION, LLC, DOING BUSINESS AS JD KING, OF SEMINOLE, TEXAS, AT A TOTAL COST OF $3,040,064.39; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 3) (GENERAL SERVICES)

13. 145-2021 – MOTION AUTHORIZING THE EXECUTION OF A PLANETARIUM COOPERATIVE AGREEMENT WITH THE MUSEUM OF THE SOUTHWEST REGARDING CERTAIN CITY-OWNED PROPERTY DESCRIBED AS A 2.617-ACRE TRACT OF LAND OUT OF BLOCK 104, WEST END, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 3) (GENERAL SERVICES)

14. 146-2021 – MOTION AUTHORIZING THE EXECUTION OF A PARKING LEASE AGREEMENT WITH ENDEAVOR ENERGY RESOURCES, LP, REGARDING CERTAIN CITY-OWNED PROPERTY DESCRIBED AS LOTS 7 AND 8, BLOCK 35, ORIGINAL TOWN, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 3) (GENERAL SERVICES)

15. 2021-158 – RESOLUTION AUTHORIZING THE PURCHASE OF AMMUNITION OF ASSORTED TYPES AND IN ASSORTED QUANTITIES FOR THE MIDLAND POLICE DEPARTMENT FROM THE RESPECTIVE LOW BIDDERS, GT DISTRIBUTORS, INC., AND KIESLER POLICE SUPPLY, AT A TOTAL COST OF $197,997.44 (DISTRICT: NONE) (GENERAL SERVICES)

16. 2021-159 – RESOLUTION APPROVING THE PURCHASE OF SIX HUNDRED (600) THREE (3) CUBIC YARD RESIDENTIAL CONTAINERS, THREE HUNDRED (300) THREE AND A HALF (3.5) CUBIC YARD COMMERCIAL CONTAINERS AND ONE HUNDRED (100) ONE AND A HALF (1.5) CUBIC YARD RESIDENTIAL CONTAINERS FROM ROLL-OFFS USA, INC., THROUGH BUYBOARD AT A TOTAL COST OF $862,640.00 (DISTRICT: NONE) (GENERAL SERVICES)

17. 147-2021 – MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE AEGIS GROUP, LTD., FOR FEDERAL LOBBYING SERVICES FOR AN ANNUAL COST OF $99,996.00 (DISTRICT: NONE) (GENERAL SERVICES)

18. 2021-160 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL EIGHT OIL AND GAS WELLS LOCATED IN SECTION 11, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,575 FEET AND 1,697 FEET EAST OF RANKIN HIGHWAY AND BETWEEN 510 FEET AND 625 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

19. 2021-161 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) TO DRILL SEVEN OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 205 FEET SOUTH OF WEST INTERSTATE 20 SERVICE ROAD AND BETWEEN 873 FEET AND 994 FEET EAST OF

SOUTH COUNTY ROAD 1220 EXTENSION) (DISTRICT 2) (DEVELOPMENT SERVICES)

20. 2021-162 – RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH ENDEAVOR ENERGY RESOURCES, L.P. REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 8, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 2) (DEVELOPMENT SERVICES)

21. 148-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE WITH ENDEAVOR ENERGY RESOURCES, L.P. (21-329-038) REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

22. 149-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE WITH ENDEAVOR ENERGY RESOURCES, L.P. (21-329-039) REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

23. 150-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE WITH ENDEAVOR ENERGY RESOURCES, L.P. (21-329-040) REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 39, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

24. 151-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE WITH ENVIRONMENTAL DISPOSAL SYSTEMS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

25. 152-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-317-043) WITH WTG NORTH PERMIAN MIDSTREAM LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 36, BLOCK 39, AND SECTIONS 33 AND 34, BLOCK 38 TOWNSHIP 1 NORTH, T&P RR CO. SURVEY, MARTIN COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

26. 10250 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,494-SQUARE FOOT PORTION OF LOT 18, BLOCK 1, PROVIDENCE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 496 FEET NORTH OF WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A

SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 26, 2021)

27. 10252 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 2, WESTRIDGE PARK ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF ANDREWS HIGHWAY FRONTAGE ROAD, APPROXIMATELY 197 FEET EAST OF 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 OCTOBER 26, 2021)

28. 10253 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 9.162-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND GARDEN CITY HIGHWAY); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 26, 2021)

29. 10254 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 9.162-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND GARDEN CITY HIGHWAY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES) (FIRST READING HELD OCTOBER 26, 2021)

30. 10255 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 10, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 140 FEET NORTH OF EAST WASHINGTON 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 OCTOBER 26, 2021)

31. 10256 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.72-ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TP, TECHNOLOGY PARK DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WOLCOTT AVENUE, APPROXIMATELY 465 FEET WEST OF RANKIN HIGHWAY); 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 OCTOBER 26, 2021)

PUBLIC HEARINGS

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

32. 10251 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7, BLOCK 5, FANNIN TERRACE, SECTION TWO, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF FANNIN AVENUE AND MABERRY STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (DEFERRED FROM OCTOBER 26,2021)

33. 153-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO MCM OPERATING, LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MB-8H; MB-9H; MB-10H; MB-11H; AND MB-12H; SAID WELLS BEING GENERALLY LOCATED 485 FEET SOUTH OF MOCKINGBIRD LANE EXTENSION AND BETWEEN 1,450 FEET AND 1,530 FEET EAST OF HOLIDAY HILL ROAD (DISTRICT 1) (DEVELOPMENT SERVICES)

34. 10257 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH TYLER STREET AND ORCHARD LANE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

35. 10258 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 24, BELMONT ADDITION, CITY AND

COUNTY OF MIDLAND, TEXAS, FROM MH, MANUFACTURED HOUSING DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST FRANCIS AVENUE AND SOUTH MAIN STREET); 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)

36. 10259 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 6, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND SOUTH STREET), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

37. 10260 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 2, BECKLAND TERRACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTRY CLUB DRIVE, APPROXIMATELY 312 FEET WEST OF DELMAR STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT AND A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

38. 10261 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 30.80-ACRE TRACT OF LAND OUT OF SECTIONS 37 AND 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND AVALON DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; 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)

39. 10262 – AN ORDINANCE VACATING AND ABANDONING AN APPROXIMATE 0.61-

ACRE PORTION OF MOCKINGBIRD LANE / WEST COUNTY ROAD 50 RIGHT-OF-WAY LOCATED IN SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH HALF OF MOCKINGBIRD LANE, APPROXIMATELY 3,300 FEET WEST OF NORTH A STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $18,300.00; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A QUITCLAIM DEED CONVEYING THE AFOREMENTIONED RIGHT-OF-WAY TO THE OWNER OF THE ABUTTING PROPERTY, FROM WHICH THE CITY RESERVES AND EXCEPTS A NON-EXCLUSIVE UTILITY EASEMENT UNTIL EACH EXISTING EASEMENT USER ABANDONS ITS USE OF SAID EASEMENT; AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY OR APPROPRIATE TO EFFECTUATE SAID CONVEYANCE; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1) (DEVELOPMENT SERVICES)

40. 10263 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 57.55-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, AND SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, AND SHOPPING CENTER (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 530 FEET EAST OF SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

41. 10264 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 21, GRASSLAND ESTATES ADDITION, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT AND A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND CALLAWAY 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 4) (DEVELOPMENT SERVICES)

MISCELLANEOUS

42. 154-2021 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF GRASSLAND ESTATES ADDITION, SECTION 25, BEING A RE-PLAT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND CALLAWAY DRIVE) (DISTRICT 4) (DEVELOPMENT SERVICES)

43. 10265 – AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2020-2021

FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS (DISTRICT: NONE) (FINANCE)

44. 10266 – AN ORDINANCE AMENDING TITLE XIII, “AIRPORTS”, CHAPTER 2, “AIRPORT REGULATIONS”, OF THE CITY CODE OF MIDLAND, TEXAS, BY ESTABLISHING SECTION 21, “CUSTOMER FACILITY CHARGE”, SO AS TO AUTHORIZE THE IMPOSITION OF A CUSTOMER FACILITY CHARGE TO BE PAID BY EACH PERSON RENTING A MOTOR VEHICLE FROM AN ON-SITE VEHICLE RENTAL CONCESSIONAIRE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2022 (DISTRICT 4) (AIRPORTS)

45. 10267 – AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; AND ORDERING PUBLICATION (DISTRICT: ALL) (FINANCE)

46. 2021-163 – RESOLUTION GRANTING VARIANCES FOR FIVE OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; AND APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 204 FEET SOUTH OF WEST INTERSTATE 20 SERVICE ROAD AND BETWEEN 415 FEET AND 495 FEET EAST OF SOUTH COUNTY ROAD 1220 EXTENSION) (DISTRICT 2) (DEVELOPMENT SERVICES)

47. 2021-164 – RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN OIL AND GAS LEASE TO MIDLAND-PETRO D.C. PARTNERS, LLC COVERING THE CITY-OWNED MINERALS LOCATED IN PORTIONS OF SECTIONS 14, 15, 22, 23, AND 26, ALL OUT OF BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AS MORE PARTICULARLY DESCRIBED IN SAID OIL AND GAS LEASE (SAID ACREAGE INCLUDING ACREAGE LOCATED AT MIDLAND AIRPARK AIRPORT AND ADJACENT CITY-OWNED TRACTS OF LAND AND BEING GENERALLY LOCATED SOUTH OF EAST LOOP 250 NORTH, EAST OF NORTH GARFIELD STREET, NORTH OF ILLINOIS AVENUE, AND WEST OF NORTH LAMESA ROAD), SAID LEASE TO REQUIRE COMPLIANCE WITH ALL APPLICABLE ORDINANCES, LAWS, RULES AND REGULATIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE A SURFACE USE AGREEMENT PROVIDING FOR DRILLING AND PRODUCTION OPERATIONS LOCATED ON TWO TRACTS OF LAND TOTALING APPROXIMATELY 607 ACRES OUT OF SECTIONS 14 AND 15, BOTH IN BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AS MORE PARTICULARLY DESCRIBED IN SAID SURFACE USE AGREEMENT; AND CONSENTING TO MIDLAND-PETRO D.C. PARTNERS, LLC’S ASSIGNMENT OF OPERATORSHIP OF SAID OIL AND GAS LEASE TO PERMIAN DEEP ROCK OIL COMPANY, LLC (DISTRICT 3) (DEVELOPMENT SERVICES)

48. 2021-165 – RESOLUTION GRANTING VARIANCES FOR TWO OIL AND GAS WELLS

TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; AND APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 703 FEET AND 717 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,909 FEET AND 1,922 FEET SOUTH OF WEST LOOP 250 NORTH) (DISTRICT 3) (DEVELOPMENT SERVICES)

49. 2021-166 – RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH PERMIAN DEEP ROCK OIL CO., LLC REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 3) (DEVELOPMENT SERVICES)

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

PUBLIC COMMENT

51. 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.)

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
October 26, 2021

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., October 26, 2021.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Council Members absent:	None
Staff members present:	City 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 10:01 A.M.

OPENING ITEMS

1. Invocation – Pastor Ryan Rampton, Golf Course Road Church of Christ

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 “Municipal Court Week”

CONSENT AGENDA

Spencer Robnett moved to approve Consent Agenda items 4-12, excluding item(s) 5, 6, 7, 8; seconded by Lori Blong.

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

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4. MOTION APPROVING THE FOLLOWING MINUTES:

4a. SPECIAL CITY COUNCIL MEETING OF OCTOBER 6, 2021

4b. REGULAR CITY COUNCIL MEETING OF OCTOBER 12, 2021

9. 2021-147 – RESOLUTION GRANTING VARIANCES FOR FOUR OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 892 FEET AND 1,181 FEET WEST OF RANKIN HIGHWAY AND BETWEEN 600 FEET AND 627 FEET SOUTH OF WEST INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

10. 142-2021 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF SHENANDOAH RIDGE, BEING A PLAT OF A 146.827-ACRE TRACT OF LAND IN SECTION 12, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND AND MARTIN COUNTIES, TEXAS (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH STATE HIGHWAY 349 AND OCCIDENTAL PARKWAY) (DISTRICT 1) (DEVELOPMENT SERVICES)

11. 143-2021 – MOTION ACCEPTING A GRANT AWARD OF $25,391.00 FROM THE FISCAL YEAR 2021 JUSTICE ASSISTANCE GRANT PROGRAM; AND AUTHORIZING THE APPROPRIATION OF SAID FUNDS TO THE POLICE JUSTICE GRANT FUND (074) (DISTRICT: ALL) (POLICE)

12. 144-2021 – MOTION ACCEPTING A GRANT AWARD OF $109,000.00 FROM THE FISCAL YEAR 2022 EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AND AUTHORIZING THE APPROPRIATION OF SAID FUNDS TO THE POLICE JUSTICE GRANT FUND (074) (DISTRICT: ALL) (POLICE)

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

5. 2021-143 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 2,226 FEET AND 2,386 FEET EAST OF LAMESA ROAD AND BETWEEN 2,125 FEET AND 2,185 FEET NORTH OF LOOP 250); SAID AMENDMENTS AUTHORIZING THE USE OF JET PUMPS (DISTRICT 1) (DEVELOPMENT SERVICES)

Council Member Norman noted this question is pertaining to agenda items 5-8. What is the reasoning behind the use of jet pumps. Oil and Gas Compliance Officer Ron Jenkins reported these were all originally Parsley wells that have now transferred to

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Pioneer. Parsley used limited technology and this amendment will allow more leeway for Pioneer. Council Member Norman asked what time of day the sound study is conducted noting that sound travels at night. Mr. Jenkins suggested asking that question of the applicant.

Cole Brown, Pioneer Natural Resources, reported they did the sound study during the day. Mayor Payton noted he read that the sound is similar to the ambient sound of a household. Council Member Dufford added the sound is no louder than a submersible pump. Mr. Brown agreed.

John Norman moved to approve Resolution No. 2021-143; seconded by Lori Blong.

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

6. 2021-144 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL THREE OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 320 FEET AND 380 FEET SOUTH OF SOLOMON LANE EXTENSION AND 171 FEET WEST OF FAIRGROUNDS ROAD EXTENSION); SAID AMENDMENTS AUTHORIZING THE USE OF JET PUMPS (DISTRICT 1) (DEVELOPMENT SERVICES)

John Norman moved to approve Consent Agenda items 6-8; seconded by Michael Trost.

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

7. 2021-145 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL SEVEN OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 775 FEET AND 835 FEET NORTH OF LOOP 250 AND BETWEEN 215 FEET AND 539 FEET EAST OF LAMESA ROAD); SAID AMENDMENTS AUTHORIZING THE USE OF JET PUMPS (DISTRICT 1) (DEVELOPMENT SERVICES)

John Norman moved to approve Consent Agenda items 6-8; seconded by Michael Trost.

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

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8. 2021-146 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 320 FEET AND 410 FEET SOUTH OF SOLOMON LANE EXTENSION AND BETWEEN 952 FEET AND 1,183 FEET WEST OF FAIRGROUNDS ROAD EXTENSION); SAID AMENDMENTS AUTHORIZING THE USE OF JET PUMPS (DISTRICT 1) (DEVELOPMENT SERVICES)

John Norman moved to approve Consent Agenda items 6-8; seconded by Michael Trost.

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

SECOND READINGS

13. 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) (FIRST READING HELD OCTOBER 12, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10246.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10246; seconded by Lori Blong.

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

14. 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) (FIRST READING HELD OCTOBER 12, 2021)

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Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10247.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10247; seconded by John Norman.

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

15. 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) (FIRST READING HELD OCTOBER 12, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10248.

John Norman moved to approve the second and final reading of Ordinance No. 10248; seconded by Spencer Robnett.

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

16. 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) (FIRST READING HELD OCTOBER 12, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10249.

John Norman moved to approve the second and final reading of Ordinance No. 10249; seconded by Jack Ladd.

The motion passed by the following vote:

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

PUBLIC HEARINGS

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

17. 10250 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,494-SQUARE FOOT PORTION OF LOT 18, BLOCK 1, PROVIDENCE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 496 FEET NORTH OF WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

    Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10250.

    Mayor Payton opened the public hearing at 10:17 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. 10250; seconded by Jack Ladd.

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

18. 10251 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7, BLOCK 5, FANNIN TERRACE, SECTION TWO, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF FANNIN AVENUE AND MABERRY STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

    Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10251.

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Development Services Director Chuck Harrington reported the applicant is asking for a special exception to add 800 square feet of garage space. They are proposing to build to the lot line. Staff reviewed the item and found no hardship.

Discussion ensued about where the garage would fall on the property. Development Services Director Chuck Harrington reported the existing garage is being extended. The house currently sits on the lot line. The garage will be extended along the same lot line, noting there is normally a ten foot setback. Council asked if the owner was present. There was no one present to speak on this item. Council suggested defering this item until the owner could be present.

Scott Dufford moved to defer this item until the owner could be present; seconded by Jack Ladd.

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

19. 10252 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 2, WESTRIDGE PARK ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF ANDREWS HIGHWAY FRONTAGE ROAD, APPROXIMATELY 197 FEET EAST OF 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)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10252.

Development Services Director Chuck Harrington reported this location is in front of H-E-B and Sam's Club. It used to be a financial institution; the applicant is proposing to redevelop it into a dental office. This item has been through predevelopment and staff review. There are a few site issues that may come up, but nothing major. Planning & Zoning recommended approval. Council Member Blong asked if there were any concerns about traffic. Mr. Harrington reported there are limited access points and no new ones will be added.

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

Lori Blong moved to approve the first of two readings of Ordinance No. 10252; seconded by Spencer Robnett.

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

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NAY: None
ABSTAIN: None
ABSENT: None

20. 10253 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 9.162-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND GARDEN CITY HIGHWAY); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10253.

Development Services Director Chuck Harrington reported the applicant wants to put a convenience store at this location but does not have access to City utilities. The applicant would like to be annexed in order to gain access to utilities. Staff has no objections and recommends approval.

Mayor Payton opened the public hearing at 10:27 a.m.

Dustin Freeman, representing KD BBQ, 3109 Garden City Highway, asked how this would affect their location, noting they have no desire to be annexed. It was confirmed this will not annex his property.

Stephen Granado, Jacobs Engineering, via Zoom was called upon but did not respond.

There being no one else wishing to speak, the public hearing was closed at 10:32 a.m.

Michael Trost moved to approve the first of two readings of Ordinance No. 10253; seconded by Spencer Robnett.

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

21. 10254 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 9.162-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND GARDEN CITY HIGHWAY; 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)

DRAFT

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10254.

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

John Norman moved to approve the first of two readings of Ordinance No. 10254; seconded by Scott Dufford.

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

22. 10255 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 10, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 140 FEET NORTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10255.

Mayor Payton opened the public hearing at 10:34 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. 10255; seconded by Jack Ladd.

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

23. 10256 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.72-ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TP, TECHNOLOGY PARK DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WOLCOTT AVENUE, APPROXIMATELY 465 FEET WEST OF RANKIN HIGHWAY); 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)

DRAFT

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10256.

Mayor Payton opened the public hearing at 10:35 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10256; seconded by Lori Blong.

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

MISCELLANEOUS

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

Lori Blong moved to reappoint Robert "Robin" Donnelly to the Animal Services Advisory Commission; seconded by Spencer Robnett.

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

Spencer Robnett moved to reappoint Sylvester Cantu to the Midland Housing Authority Commission; seconded by Michael Trost.

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

Spencer Robnett moved to reappoint Cheryl Wadley to the Midland Housing Authority Commission; seconded by Michael Trost.

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

Scott Dufford moved to appoint Cameron Willmann to replace Bill Lanier on the Oil and Gas Advisory Committee; seconded by Lori Blong.

The motion passed by the following vote:

DRAFT

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

Scott Dufford moved to reappoint Leah Lewis to the Animal Services Advisory Commission; seconded by Spencer Robnett.

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

PUBLIC COMMENT

25. 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.)

Tallie Craigo, representing Fore Midland reported that as of June 15, 2021, they received their 501(c)3 for Nueva Vista. She reported they will begin fundraising noting that Autumn Winkles is in charge of fundraising.

EXECUTIVE SESSION

Mayor Payton recessed the meeting to go to Executive Session at 10:42 a.m.

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

a. Section 551.072, Deliberation Regarding Real Property

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

b. Section 551.071, Consultation with the City Attorney

b.1. Discuss matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code

All the business at hand having been completed, the meeting adjourned at 11:30 A.M.

PASSED AND APPROVED November 16, 2021.

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Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

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City Council Meeting

Item Number: 4

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Jamie Radcliff, Budget Manager

Subject: **RESOLUTION SUPPORTING THE ADOPTION AND APPROVAL OF THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY AND APPROPRIATE TO EFFECTUATE THE CITY OF MIDLAND'S PARTICIPATION IN THE STATE OF TEXAS'S SETTLEMENT OF OPIOID-RELATED LEGAL CLAIMS (DISTRICT: ALL) (FINANCE)**

Purpose:

The Texas Opioid Abatement Fund Council, through the Office of the Attorney General, entered into an agreement approving the allocation of any and all opioid settlement funds within the state of Texas. The Special Council and State of Texas recommend the City of Midland support the adoption and approval of this Texas Term Sheet in its entirety.

Recommended City Council Action:

Approve

Fiscal Impact:

The Settlement Allocation Term Sheet indicates that Texas counties/cities will divide 15% of all Opioid Settlement funds. Exhibit B to the Settlement Allocation Term Sheet shows the City receiving approximately $521,849.00 if it chooses to participate. These funds are to be used for the AG's List of Opioid Remediation Uses described in further detail on the memo.

Discussion:

The City of Midland is required to take the following action to participate in the Texas Opioid Settlement. For the City to participate in the National Opioid Settlement, the following must be approved:

1. The Settlement Participation forms must be executed authorized by a motion from Council.
2. Council must adopt the Settlement Allocation Term Sheet by Resolution
3. The Resolution and Settlement Participation forms must be sent to the Texas Attorney General office by January 2, 2022

The Opioid Settlement Funds received are to be used for specified purposes only. The Attorney General issued a list of uses for the funds in the attached documents.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION SUPPORTING THE ADOPTION AND APPROVAL OF THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY AND APPROPRIATE TO EFFECTUATE THE CITY OF MIDLAND'S PARTICIPATION IN THE STATE OF TEXAS'S SETTLEMENT OF OPIOID-RELATED LEGAL CLAIMS

WHEREAS, the City of Midland obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the pending opioid-related litigation have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the "Texas Term Sheet") approving the allocation of any and all opioid settlement funds within the State of Texas, said Texas Term Sheet being attached hereto as Exhibit "A"; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City Council of the City of Midland support the adoption and approval the Texas Term Sheet in its entirety;

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

SECTION ONE. That the City Council of the City of Midland supports the adoption and approval of the Texas Term Sheet in its entirety.

SECTION TWO. That the City Council of the City of Midland finds as follows:

A. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Midland; and

B. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet attached hereto as Exhibit "A". The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and political subdivisions to explore and potentially effectuate the resolution of the opioid litigation against Pharmaceutical Supply Chain Participants as defined therein. The City Council also understands that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and political subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in the City of Midland and throughout Texas.

SECTION THREE. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, subdivision participation forms and all other documents necessary and appropriate to effectuate the City's participation in the settlement of the aforementioned opioid litigation.

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, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, "Members"). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas' Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O'Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. "Approved Purpose(s)" shall mean those uses identified in Exhibit A hereto.
9. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

11. "Texas Opioid Council" shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions ("Subdivision Share"), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas ("State Share"). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the "Texas Opioid Fee and Expense Fund," which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.

5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.

8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

KENNETH PAXTON, JR.
ATTORNEY GENERAL

FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:

MIKAL WATTS
WATTS GUERRA LLP

JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC

DARA HEGAR
LANIER LAW FIRM, PC

DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members*.

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members*.

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
b. One member representing Region 3 (Houston);
c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
e. One member representing Regions 1, 2, 17, 18 (East Texas); and
f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

a. Chapter 316 of the Government Code (Appropriations);
b. Chapter 322 of the Government Code (Legislative Budget Board);
c. Chapter 325 of the Government Code (Sunset);
d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
e. Chapter 2001 of the Government Code (Administrative Procedure);
f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
h. Chapter 2262 of the Government Code (Statewide Contract Management);

i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. Transparency

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
ii. The Council may convene in a closed, non-public meeting:
    a. If the Commission must discuss:
        1. Negotiation of contract awards; and
        2. Matters specifically exempted from disclosure by federal and state statutes.
    b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. Authority

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. Executive Director

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.

2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.

3. *Annual Allocation*. Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total ($150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is $1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	$688	Lakeport	$463
Abernathy	$110	Lakeside	$4,474
Abilene	$563,818	Lakeside City	$222
Ackerly	$21	Lakeview	$427
Addison	$58,094	Lakeway	$31,657
Adrian	$181	Lakewood Village	$557
Agua Dulce	$43	Lamar County	$141,598
Alamo	$22,121	Lamb County	$50,681
Alamo Heights	$28,198	Lamesa	$29,656
Alba	$3,196	Lampasas	$28,211
Albany	$180	Lampasas County	$42,818
Aledo	$331	Lancaster	$90,653
Alice	$71,291	Laredo	$763,174
Allen	$315,081	Latexo	$124
Alma	$1,107	Lavaca County	$45,973
Alpine	$29,686	Lavon	$7,435
Alto	$3,767	Lawn	$58
Alton	$11,540	League City	$302,418
Alvarado	$29,029	Leakey	$256
Alvin	$113,962	Leander	$88,641
Alvord	$358	Leary	$797
Amarillo	$987,661	Lee County	$30,457
Ames	$5,571	Lefors	$159
Amherst	$22	Leon County	$67,393
Anahuac	$542	Leon Valley	$23,258
Anderson	$19	Leona	$883
Anderson County	$268,763	Leonard	$8,505
Andrews	$18,983	Leroy	$176
Andrews County	$37,606	Levelland	$46,848
Angelina County	$229,956	Lewisville	$382,094
Angleton	$62,791	Lexington	$2,318
Angus	$331	Liberty	$72,343
Anna	$9,075	Liberty County	$531,212
Annetta	$5,956	Liberty Hill	$2,780
Annetta North	$34	Limestone County	$135,684

(Table continues on multiple pages below)

Annetta South	$602
Annona	$738
Anson	$5,134
Anthony	$4,514
Anton	$444
Appleby	$1,551
Aquilla	$208
Aransas County	$266,512
Aransas Pass	$57,813
Archer City	$10,554
Archer County	$45,534
Arcola	$7,290
Argyle	$11,406
Arlington	$735,803
Armstrong County	$974
Arp	$2,009
Asherton	$112
Aspermont	$9
Atascosa County	$176,903
Athens	$105,942
Atlanta	$30,995
Aubrey	$15,141
Aurora	$1,849
Austin County	$76,030
Austin	$4,877,716
Austwell	$109
Avery	$138
Avinger	$1,115
Azle	$32,213
Bailey	$950
Bailey County	$15,377
Bailey's Prairie	$5,604
Baird	$2,802
Balch Springs	$27,358
Balcones Heights	$23,811
Ballinger	$9,172
Balmorhea	$63
Bandera	$2,893
Bandera County	$86,815
Bangs	$3,050
Lincoln Park	$677
Lindale	$24,202
Linden	$3,661
Lindsay	$1,228
Lipan	$44
Lipscomb County	$10,132
Little Elm	$69,326
Little River-Academy	$798
Littlefield	$7,678
Live Oak	$32,740
Live Oak County	$39,716
Liverpool	$1,435
Livingston	$73,165
Llano	$23,121
Llano County	$115,647
Lockhart	$49,050
Lockney	$3,301
Log Cabin	$1,960
Lometa	$1,176
Lone Oak	$1,705
Lone Star	$8,283
Longview	$482,254
Loraine	$188
Lorena	$3,390
Lorenzo	$11,358
Los Fresnos	$11,185
Los Indios	$159
Los Ybanez	$0
Lott	$1,516
Lovelady	$249
Loving County	$1,000
Lowry Crossing	$783
Lubbock	$319,867
Lubbock County	$1,379,719
Lucas	$5,266
Lueders	$508
Lufkin	$281,592
Luling	$29,421
Lumberton	$36,609
Lyford	$3,071

Bardwell	$362
Barry	$200
Barstow	$61
Bartlett	$3,374
Bartonville	$8,887
Bastrop	$46,320
Bastrop County	$343,960
Bay City	$57,912
Baylor County	$29,832
Bayou Vista	$6,240
Bayside	$242
Baytown	$216,066
Bayview	$41
Beach City	$12,505
Bear Creek	$906
Beasley	$130
Beaumont	$683,010
Beckville	$1,247
Bedford	$94,314
Bedias	$3,475
Bee Cave	$12,863
Bee County	$97,844
Beeville	$24,027
Bell County	$650,748
Bellaire	$41,264
Bellevue	$56
Bellmead	$14,487
Bells	$1,891
Bellville	$7,488
Belton	$72,680
Benavides	$152
Benbrook	$43,919
Benjamin	$951
Berryville	$14,379
Bertram	$182
Beverly Hills	$4,336
Bevil Oaks	$549
Bexar County	$7,007,152
Big Lake	$547
Big Sandy	$4,579
Lynn County	$6,275
Lytle	$7,223
Mabank	$19,443
Madison County	$49,492
Madisonville	$11,458
Magnolia	$26,031
Malakoff	$12,614
Malone	$439
Manor	$12,499
Mansfield	$150,788
Manvel	$12,305
Marble Falls	$37,039
Marfa	$65
Marietta	$338
Marion	$275
Marion County	$54,728
Marlin	$21,634
Marquez	$1,322
Marshall	$108,371
Mart	$928
Martin County	$10,862
Martindale	$2,437
Mason	$777
Mason County	$3,134
Matador	$1,203
Matagorda County	$135,239
Mathis	$15,720
Maud	$423
Maverick County	$115,919
Maypearl	$986
McAllen	$364,424
McCamey	$542
McGregor	$9,155
McKinney	$450,383
McLean	$14
McLendon-Chisholm	$411
Mcculloch County	$20,021
Mclennan County	$529,641
Mcmullen County	$1,000
Meadow	$1,121

Big Spring	$189,928
Big Wells	$236
Bishop	$8,213
Bishop Hills	$323
Blackwell	$31
Blanco	$6,191
Blanco County	$49,223
Blanket	$147
Bloomburg	$1,010
Blooming Grove	$352
Blossom	$198
Blue Mound	$2,888
Blue Ridge	$1,345
Blum	$1,622
Boerne	$45,576
Bogata	$3,649
Bonham	$100,909
Bonney	$2,510
Booker	$1,036
Borden County	$1,000
Borger	$69,680
Bosque County	$71,073
Bovina	$173
Bowie	$83,620
Bowie County	$233,190
Boyd	$6,953
Brackettville	$8
Brady	$27,480
Brazoria	$11,537
Brazoria County	$1,021,090
Brazos Bend	$462
Brazos Country	$902
Brazos County	$342,087
Breckenridge	$23,976
Bremond	$5,554
Brenham	$54,750
Brewster County	$60,087
Briarcliff	$572
Briaroaks	$57
Bridge City	$80,756
Meadowlakes	$905
Meadows Place	$18,148
Medina County	$48,355
Megargel	$611
Melissa	$15,381
Melvin	$345
Memphis	$7,203
Menard	$991
Menard County	$14,717
Mercedes	$21,441
Meridian	$3,546
Merkel	$10,117
Mertens	$239
Mertzon	$29
Mesquite	$310,709
Mexia	$21,096
Miami	$455
Midland County	$279,927
Midland	$521,849
Midlothian	$95,799
Midway	$78
Milam County	$97,386
Milano	$904
Mildred	$286
Miles	$93
Milford	$6,177
Miller's Cove	$97
Millican	$417
Mills County	$19,931
Millsap	$34
Mineola	$48,719
Mineral Wells	$92,061
Mingus	$189
Mission	$124,768
Missouri City	$209,633
Mitchell County	$20,850
Mobeetie	$52
Mobile City	$2,034
Monahans	$5,849
Mont Belvieu	$19,669

Bridgeport	$33,301	Montague County	$94,796
Briscoe County	$977	Montgomery	$1,884
Broaddus	$31	Montgomery County	$2,700,911
Bronte	$99	Moody	$828
Brooks County	$20,710	Moore County	$40,627
Brookshire	$6,406	Moore Station	$772
Brookside Village	$1,110	Moran	$50
Brown County	$193,417	Morgan	$605
Browndell	$152	Morgan's Point	$3,105
Brownfield	$14,452	Morgan's Point Resort	$8,024
Brownsboro	$3,176	Morris County	$53,328
Brownsville	$425,057	Morton	$167
Brownwood	$166,572	Motley County	$3,344
Bruceville-Eddy	$1,692	Moulton	$999
Bryan	$246,897	Mount Calm	$605
Bryson	$1,228	Mount Enterprise	$1,832
Buckholts	$1,113	Mount Pleasant	$65,684
Buda	$10,784	Mount Vernon	$6,049
Buffalo	$11,866	Mountain City	$1,548
Buffalo Gap	$88	Muenster	$4,656
Buffalo Springs	$188	Muleshoe	$4,910
Bullard	$7,487	Mullin	$384
Bulverde	$14,436	Munday	$2,047
Bunker Hill Village	$472	Murchison	$2,302
Burkburnett	$37,844	Murphy	$51,893
Burke	$1,114	Mustang	$7
Burleson County	$70,244	Mustang Ridge	$2,462
Burleson	$151,779	Nacogdoches	$205,992
Burnet	$33,345	Nacogdoches County	$198,583
Burnet County	$189,829	Naples	$4,224
Burton	$937	Nash	$7,999
Byers	$77	Nassau Bay	$11,247
Bynum	$380	Natalia	$625
Cactus	$4,779	Navarro	$334
Caddo Mills	$43	Navarro County	$103,513
Caldwell	$18,245	Navasota	$37,676
Caldwell County	$86,413	Nazareth	$124
Calhoun County	$127,926	Nederland	$44,585
Callahan County	$12,894	Needville	$10,341
Callisburg	$101	Nevada	$237

Calvert	$772
Cameron	$11,091
Cameron County	$537,026
Camp County	$28,851
Camp Wood	$422
Campbell	$1,116
Canadian	$1,090
Caney City	$2,005
Canton	$56,734
Canyon	$26,251
Carbon	$620
Carl's Corner	$48
Carmine	$385
Carrizo Springs	$1,671
Carrollton	$310,255
Carson County	$29,493
Carthage	$18,927
Cashion Community	$322
Cass County	$93,155
Castle Hills	$12,780
Castro County	$4,420
Castroville	$4,525
Cedar Hill	$70,127
Cedar Park	$185,567
Celeste	$1,280
Celina	$18,283
Center	$58,838
Centerville	$385
Chambers County	$153,188
Chandler	$17,364
Channing	$2
Charlotte	$4,257
Cherokee County	$156,612
Chester	$1,174
Chico	$2,928
Childress	$37,916
Childress County	$50,582
Chillicothe	$172
China	$522
China Grove	$598
New Berlin	$4
New Boston	$6,953
New Braunfels	$307,313
New Chapel Hill	$288
New Deal	$338
New Fairview	$2,334
New Home	$9
New Hope	$1,024
New London	$4,129
New Summerfield	$442
New Waverly	$2,562
Newark	$520
Newcastle	$914
Newton	$6,102
Newton County	$158,006
Neylandville	$163
Niederwald	$16
Nixon	$2,283
Nocona	$16,536
Nolan County	$50,262
Nolanville	$4,247
Nome	$391
Noonday	$226
Nordheim	$697
Normangee	$6,192
North Cleveland	$105
North Richland Hills	$146,419
Northlake	$8,905
Novice	$76
Nueces County	$1,367,932
O'Brien	$76
O'Donnell	$27
Oak Grove	$2,769
Oak Leaf	$612
Oak Point	$9,011
Oak Ridge	$358
Oak Ridge North	$33,512
Oak Valley	$7
Oakwood	$148
Ochiltree County	$15,476

Chireno	$1,568
Christine	$354
Cibolo	$13,690
Cisco	$7,218
Clarendon	$114
Clarksville	$20,891
Clarksville City	$54
Claude	$26
Clay County	$72,050
Clear Lake Shores	$6,682
Cleburne	$228,184
Cleveland	$96,897
Clifton	$9,939
Clint	$375
Clute	$51,350
Clyde	$17,287
Coahoma	$2,291
Cochran County	$3,389
Cockrell Hill	$512
Coffee City	$1,087
Coke County	$5,522
Coldspring	$447
Coleman	$5,442
Coleman County	$4,164
College Station	$258,147
Colleyville	$46,049
Collin County	$1,266,721
Collingsworth County	$19,234
Collinsville	$1,831
Colmesneil	$2,211
Colorado City	$8,405
Colorado County	$49,084
Columbus	$6,867
Comal County	$396,142
Comanche	$16,503
Comanche County	$50,964
Combes	$1,710
Combine	$1,892
Commerce	$33,869
Como	$415
Odem	$7,420
Odessa	$559,163
Oglesby	$29
Old River-Winfree	$21,653
Oldham County	$10,318
Olmos Park	$9,801
Olney	$6,088
Olton	$1,197
Omaha	$4,185
Onalaska	$31,654
Opdyke West	$479
Orange	$311,339
Orange County	$689,818
Orange Grove	$1,677
Orchard	$867
Ore City	$6,806
Overton	$7,900
Ovilla	$13,391
Oyster Creek	$9,633
Paducah	$125
Paint Rock	$141
Palacios	$14,036
Palestine	$178,009
Palisades	$240
Palm Valley	$1,918
Palmer	$12,666
Palmhurst	$4,660
Palmview	$7,577
Palo Pinto County	$124,621
Pampa	$67,227
Panhandle	$9,536
Panola County	$80,699
Panorama Village	$1,292
Pantego	$12,898
Paradise	$52
Paris	$201,180
Parker	$10,307
Parker County	$476,254
Parmer County	$15,866
Pasadena	$356,536

Concho County	$3,859
Conroe	$466,671
Converse	$27,693
Cooke County	$200,451
Cool	$731
Coolidge	$243
Cooper	$362
Coppell	$86,593
Copper Canyon	$489
Copperas Cove	$133,492
Corinth	$75,298
Corpus Christi	$1,812,707
Corral City	$143
Corrigan	$21,318
Corsicana	$87,310
Coryell County	$123,659
Cottle County	$875
Cottonwood	$289
Cottonwood Shores	$1,203
Cotulla	$1,251
Coupland	$266
Cove	$387
Covington	$519
Coyote Flats	$1,472
Crandall	$12,094
Crane	$10,599
Crane County	$26,146
Cranfills Gap	$128
Crawford	$383
Creedmoor	$16
Cresson	$1,086
Crockett	$23,403
Crockett County	$18,210
Crosby County	$18,388
Crosbyton	$1,498
Cross Plains	$4,877
Cross Roads	$244
Cross Timber	$542
Crowell	$6,335
Crowley	$22,345
Pattison	$1,148
Patton Village	$9,268
Payne Springs	$1,770
Pearland	$333,752
Pearsall	$11,570
Pecan Gap	$719
Pecan Hill	$229
Pecos	$7,622
Pecos County	$46,997
Pelican Bay	$1,199
Penelope	$415
Penitas	$312
Perryton	$23,364
Petersburg	$1,691
Petrolia	$17
Petronila	$5
Pflugerville	$86,408
Pharr	$144,721
Pilot Point	$11,613
Pine Forest	$3,894
Pine Island	$3,141
Pinehurst	$32,671
Pineland	$4,138
Piney Point Village	$15,738
Pittsburg	$20,526
Plains	$129
Plainview	$60,298
Plano	$1,151,608
Pleak	$270
Pleasant Valley	$308
Pleasanton	$29,011
Plum Grove	$258
Point	$1,519
Point Blank	$355
Point Comfort	$447
Point Venture	$588
Polk County	$370,831
Ponder	$1,282
Port Aransas	$31,022
Port Arthur	$367,945

Crystal City	$19,412
Cuero	$24,689
Culberson County	$789
Cumby	$5,320
Cuney	$606
Cushing	$1,120
Cut and Shoot	$2,141
DISH	$19
Daingerfield	$12,476
Daisetta	$5,370
Dalhart	$11,609
Dallam County	$21,686
Dallas County	$8,538,291
Dallas	$2,999,902
Dalworthington Gardens	$6,060
Danbury	$4,231
Darrouzett	$101
Dawson	$600
Dawson County	$46,911
Dayton	$47,122
Dayton Lakes	$38
De Kalb	$1,035
De Leon	$8,218
De Witt County	$68,895
DeCordova	$13,778
DeSoto	$72,400
Deaf Smith County	$34,532
Dean	$141
Decatur	$56,669
Deer Park	$49,388
Del Rio	$59,056
Dell City	$15
Delta County	$30,584
Denison	$210,426
Denton	$458,334
Denton County	$1,132,298
Denver City	$2,104
Deport	$42
Detroit	$965
Devers	$191
Port Isabel	$9,802
Port Lavaca	$11,752
Port Neches	$38,849
Portland	$76,517
Post	$2,332
Post Oak Bend City	$1,034
Poteet	$6,767
Poth	$3,974
Potter County	$371,701
Pottsboro	$12,302
Powell	$110
Poynor	$1,180
Prairie View	$7,600
Premont	$3,321
Presidio	$148
Presidio County	$787
Primera	$2,958
Princeton	$19,245
Progreso	$8,072
Progreso Lakes	$39
Prosper	$22,770
Providence Village	$508
Putnam	$14
Pyote	$22
Quanah	$207
Queen City	$4,837
Quinlan	$7,304
Quintana	$492
Quitaque	$8
Quitman	$15,619
Rains County	$53,190
Ralls	$3,967
Rancho Viejo	$3,836
Randall County	$278,126
Ranger	$12,186
Rankin	$1,613
Ransom Canyon	$930
Ravenna	$685
Raymondville	$7,466
Reagan County	$25,215

Devine	$4,354
Diboll	$25,533
Dickens	$71
Dickens County	$1,873
Dickinson	$83,683
Dilley	$2,633
Dimmit County	$33,294
Dimmitt	$1,012
Dodd City	$1,211
Dodson	$447
Domino	$196
Donley County	$22,370
Donna	$13,798
Dorchester	$231
Double Oak	$4,765
Douglassville	$574
Dripping Springs	$811
Driscoll	$39
Dublin	$14,478
Dumas	$26,229
Duncanville	$58,328
Duval County	$49,109
Eagle Lake	$4,882
Eagle Pass	$56,005
Early	$14,838
Earth	$242
East Bernard	$5,554
East Mountain	$2,494
East Tawakoni	$2,723
Eastland	$15,896
Eastland County	$52,275
Easton	$329
Ector	$1,108
Ector County	$480,000
Edcouch	$4,101
Eden	$497
Edgecliff Village	$2,232
Edgewood	$13,154
Edinburg	$120,884
Edmonson	$136
Real County	$5,073
Red Lick	$23
Red Oak	$26,843
Red River County	$29,306
Redwater	$1,058
Reeves County	$103,350
Refugio	$8,839
Refugio County	$46,216
Reklaw	$1,136
Reno	$3,791
Reno	$11,164
Retreat	$52
Rhome	$12,285
Rice	$1,972
Richardson	$260,315
Richland	$210
Richland Hills	$24,438
Richland Springs	$2,234
Richmond	$77,606
Richwood	$12,112
Riesel	$1,118
Rio Bravo	$8,548
Rio Grande City	$25,947
Rio Hondo	$3,550
Rio Vista	$4,419
Rising Star	$1,933
River Oaks	$11,917
Riverside	$858
Roanoke	$275
Roaring Springs	$461
Robert Lee	$85
Roberts County	$547
Robertson County	$44,642
Robinson	$18,002
Robstown	$40,154
Roby	$428
Rochester	$674
Rockdale	$20,973
Rockport	$54,253
Rocksprings	$25

Edna	$18,194
Edom	$2,149
Edwards County	$975
El Campo	$31,700
El Cenizo	$621
El Lago	$5,604
El Paso	$1,224,371
El Paso County	$2,592,121
Eldorado	$50
Electra	$15,716
Elgin	$26,284
Elkhart	$301
Ellis County	$315,372
Elmendorf	$746
Elsa	$7,720
Emhouse	$83
Emory	$3,878
Enchanted Oaks	$1,299
Encinal	$1,515
Ennis	$81,839
Erath County	$102,616
Escobares	$40
Estelline	$909
Euless	$92,824
Eureka	$334
Eustace	$2,089
Evant	$2,068
Everman	$7,692
Fair Oaks Ranch	$8,077
Fairchilds	$81
Fairfield	$1,245
Fairview	$32,245
Falfurrias	$2,221
Falls City	$41
Falls County	$34,522
Fannin County	$131,653
Farmers Branch	$94,532
Farmersville	$10,532
Farwell	$343
Fate	$3,473
Rockwall	$114,308
Rockwall County	$168,820
Rocky Mound	$280
Rogers	$3,818
Rollingwood	$4,754
Roma	$16,629
Roman Forest	$8,610
Ropesville	$2,122
Roscoe	$778
Rose City	$4,012
Rose Hill Acres	$2,311
Rosebud	$1,489
Rosenberg	$126,593
Ross	$147
Rosser	$549
Rotan	$1,493
Round Mountain	$454
Round Rock	$475,992
Round Top	$140
Rowlett	$99,963
Roxton	$47
Royse City	$23,494
Rule	$800
Runaway Bay	$6,931
Runge	$255
Runnels County	$33,831
Rusk	$17,991
Rusk County	$151,390
Sabinal	$1,811
Sabine County	$46,479
Sachse	$23,400
Sadler	$925
Saginaw	$31,973
Salado	$3,210
San Angelo	$536,509
San Antonio	$4,365,416
San Augustine	$25,182
San Augustine County	$37,854
San Benito	$40,015
San Diego	$11,771

Fayette County	$92,440
Fayetteville	$391
Ferris	$13,873
Fisher County	$5,518
Flatonia	$5,661
Florence	$3,949
Floresville	$21,699
Flower Mound	$215,256
Floyd County	$9,049
Floydada	$6,357
Foard County	$5,764
Follett	$212
Forest Hill	$26,132
Forney	$80,112
Forsan	$576
Fort Bend County	$1,506,719
Fort Stockton	$4,411
Fort Worth	$2,120,790
Franklin	$3,931
Franklin County	$25,783
Frankston	$274
Fredericksburg	$56,486
Freeport	$72,973
Freer	$3,271
Freestone County	$50,495
Friendswood	$140,330
Frio County	$19,954
Friona	$2,848
Frisco	$405,309
Fritch	$4,548
Frost	$321
Fruitvale	$2,344
Fulshear	$5,272
Fulton	$1,602
Gaines County	$54,347
Gainesville	$153,980
Galena Park	$13,093
Gallatin	$1,253
Galveston	$488,187
Galveston County	$1,124,093
San Elizario	$7,831
San Felipe	$1,498
San Jacinto County	$197,398
San Juan	$28,845
San Leanna	$36
San Marcos	$325,688
San Patricio	$4,213
San Patricio County	$271,916
San Perlita	$2,219
San Saba	$10,057
San Saba County	$17,562
Sanctuary	$17
Sandy Oaks	$9,863
Sandy Point	$1,637
Sanford	$308
Sanger	$22,237
Sansom Park	$223
Santa Anna	$329
Santa Clara	$87
Santa Fe	$33,272
Santa Rosa	$2,138
Savoy	$2,349
Schertz	$60,110
Schleicher County	$5,695
Schulenburg	$2,560
Scotland	$148
Scottsville	$708
Scurry	$1,110
Scurry County	$73,116
Seabrook	$30,270
Seadrift	$991
Seagoville	$17,106
Seagraves	$7,531
Sealy	$20,637
Seguin	$376,538
Selma	$22,429
Seminole	$16,092
Seven Oaks	$3,917
Seven Points	$7,452
Seymour	$14,218

Ganado	$5,510	Shackelford County	$1,288
Garden Ridge	$11,351	Shady Shores	$594
Garland	$420,244	Shallowater	$1,907
Garrett	$2,510	Shamrock	$4,328
Garrison	$3,555	Shavano Park	$3,178
Gary City	$450	Shelby County	$109,925
Garza County	$8,944	Shenandoah	$47,122
Gatesville	$26,994	Shepherd	$147
George West	$6,207	Sherman	$330,585
Georgetown	$225,896	Sherman County	$7,930
Gholson	$1,505	Shiner	$4,042
Giddings	$12,674	Shoreacres	$958
Gillespie County	$63,191	Silsbee	$66,442
Gilmer	$33,951	Silverton	$14
Gladewater	$24,638	Simonton	$1,906
Glasscock County	$1,000	Sinton	$23,658
Glen Rose	$540	Skellytown	$400
Glenn Heights	$16,593	Slaton	$154
Godley	$3,115	Smiley	$655
Goldsmith	$677	Smith County	$758,961
Goldthwaite	$1,225	Smithville	$17,009
Goliad	$3,563	Smyer	$300
Goliad County	$34,660	Snook	$1,422
Golinda	$100	Snyder	$9,018
Gonzales	$14,882	Socorro	$11,125
Gonzales County	$33,230	Somerset	$1,527
Goodlow	$221	Somervell County	$57,076
Goodrich	$9,643	Somerville	$3,806
Gordon	$365	Sonora	$7,337
Goree	$749	Sour Lake	$17,856
Gorman	$3,107	South Houston	$25,620
Graford	$23	South Mountain	$154
Graham	$235,428	South Padre Island	$30,629
Granbury	$71,735	Southlake	$70,846
Grand Prairie	$445,439	Southmayd	$7,096
Grand Saline	$36,413	Southside Place	$885
Grandfalls	$65	Spearman	$14,000
Grandview	$6,600	Splendora	$7,756
Granger	$2,741	Spofford	$7
Granite Shoals	$11,834	Spring Valley Village	$16,404

Granjeno	$43
Grapeland	$7,287
Grapevine	$129,195
Gray County	$65,884
Grays Prairie	$17
Grayson County	$539,083
Greenville	$203,112
Gregg County	$243,744
Gregory	$4,697
Grey Forest	$474
Grimes County	$94,878
Groesbeck	$5,745
Groom	$965
Groves	$40,752
Groveton	$8,827
Gruver	$1,166
Guadalupe County	$146,824
Gun Barrel City	$36,302
Gunter	$4,609
Gustine	$34
Hackberry	$94
Hale Center	$6,042
Hale County	$79,150
Hall County	$8,933
Hallettsville	$6,895
Hallsburg	$272
Hallsville	$10,239
Haltom City	$71,800
Hamilton	$3,581
Hamilton County	$66,357
Hamlin	$4,656
Hansford County	$16,416
Happy	$327
Hardeman County	$15,219
Hardin	$100
Hardin County	$379,800
Harker Heights	$113,681
Harlingen	$165,429
Harris County	$14,966,202
Harrison County	$185,910
Springlake	$3
Springtown	$14,244
Spur	$427
St. Hedwig	$111
St. Jo	$7,360
St. Paul	$21
Stafford	$75,145
Stagecoach	$3,036
Stamford	$398
Stanton	$3,838
Staples	$19
Star Harbor	$151
Starr County	$99,896
Stephens County	$35,244
Stephenville	$83,472
Sterling City	$62
Sterling County	$939
Stinnett	$4,097
Stockdale	$741
Stonewall County	$1,822
Stratford	$8,378
Strawn	$987
Streetman	$5
Sudan	$32
Sugar Land	$321,561
Sullivan City	$6,121
Sulphur Springs	$124,603
Sun Valley	$4
Sundown	$2,592
Sunnyvale	$3,248
Sunray	$2,571
Sunrise Beach Village	$2,083
Sunset Valley	$9,425
Surfside Beach	$6,530
Sutton County	$6,541
Sweeny	$4,503
Sweetwater	$68,248
Swisher County	$7,251
Taft	$5,861
Tahoka	$430

Hart	$86
Hartley County	$786
Haskell	$10,829
Haskell County	$22,011
Haslet	$1,908
Hawk Cove	$674
Hawkins	$7,932
Hawley	$931
Hays	$506
Hays County	$529,489
Hearne	$16,824
Heath	$28,751
Hebron	$687
Hedley	$70
Hedwig Village	$13,067
Helotes	$15,790
Hemphill	$8,035
Hemphill County	$14,394
Hempstead	$21,240
Henderson	$59,966
Henderson County	$327,965
Henrietta	$2,720
Hereford	$20,423
Hewitt	$19,776
Hickory Creek	$16,510
Hico	$5,534
Hidalgo	$26,621
Hidalgo County	$1,253,103
Hideaway	$922
Higgins	$43
Highland Haven	$320
Highland Park	$43,383
Highland Village	$50,315
Hill Country Village	$6,485
Hill County	$127,477
Hillcrest	$5,345
Hillsboro	$46,609
Hilshire Village	$859
Hitchcock	$28,796
Hockley County	$46,407
Talco	$372
Talty	$9,124
Tarrant County	$6,171,159
Tatum	$972
Taylor	$57,945
Taylor County	$351,078
Taylor Lake Village	$412
Taylor Landing	$153
Teague	$1,714
Tehuacana	$12
Temple	$280,747
Tenaha	$4,718
Terrell	$148,706
Terrell County	$5,737
Terrell Hills	$9,858
Terry County	$25,423
Texarkana	$192,094
Texas City	$298,702
Texhoma	$156
Texline	$865
The Colony	$114,297
The Hills	$1,004
Thompsons	$1,897
Thorndale	$1,595
Thornton	$270
Thorntonville	$87
Thrall	$825
Three Rivers	$4,669
Throckmorton	$29
Throckmorton County	$5,695
Tiki Island	$2,178
Timbercreek Canyon	$369
Timpson	$12,642
Tioga	$2,390
Tira	$185
Titus County	$70,611
Toco	$4
Todd Mission	$1,680
Tolar	$2,369
Tom Bean	$2,293

Holiday Lakes	$1,795
Holland	$77
Holliday	$5,910
Hollywood Park	$9,424
Hondo	$115,288
Honey Grove	$7,196
Hood County	$292,105
Hooks	$2,702
Hopkins County	$149,518
Horizon City	$7,520
Horseshoe Bay	$48,173
Houston County	$78,648
Houston	$7,021,793
Howard County	$89,330
Howardwick	$84
Howe	$9,177
Hubbard	$3,635
Hudson	$6,840
Hudson Oaks	$15,637
Hudspeth County	$985
Hughes Springs	$4,442
Humble	$73,952
Hunt County	$309,851
Hunters Creek Village	$14,708
Huntington	$8,792
Huntsville	$80,373
Hurst	$99,187
Hutchins	$9,551
Hutchinson County	$74,630
Hutto	$38,346
Huxley	$738
Idalou	$1,999
Impact	$8
Indian Lake	$473
Industry	$604
Ingleside on the Bay	$142
Ingleside	$40,487
Ingram	$5,243
Iola	$3,164
Iowa Colony	$4,090
Tom Green County	$282,427
Tomball	$34,620
Tool	$14,787
Toyah	$40
Travis County	$4,703,473
Trent	$63
Trenton	$3,089
Trinidad	$5,859
Trinity	$23,652
Trinity County	$105,766
Trophy Club	$29,370
Troup	$7,918
Troy	$5,320
Tulia	$8,911
Turkey	$737
Tuscola	$138
Tye	$1,766
Tyler	$723,829
Tyler County	$131,743
Uhland	$1,545
Uncertain	$185
Union Grove	$994
Union Valley	$666
Universal City	$28,428
University Park	$50,833
Upshur County	$128,300
Upton County	$8,499
Uvalde	$18,439
Uvalde County	$36,244
Val Verde County	$117,815
Valentine	$207
Valley Mills	$2,228
Valley View	$1,824
Van	$6,206
Van Alstyne	$43,749
Van Horn	$211
Van Zandt County	$248,747
Vega	$974
Venus	$9,792
Vernon	$81,337

Iowa Park	$23,487
Iraan	$56
Iredell	$216
Irion County	$9,105
Irving	$427,818
Italy	$5,349
Itasca	$8,694
Ivanhoe	$26
Jacinto City	$14,141
Jack County	$14,799
Jacksboro	$23,254
Jackson County	$37,984
Jacksonville	$80,179
Jamaica Beach	$4,913
Jarrell	$2,423
Jasper	$78,422
Jasper County	$248,855
Jayton	$63
Jeff Davis County	$8,500
Jefferson	$11,194
Jefferson County	$756,614
Jersey Village	$36,347
Jewett	$9,338
Jim Hogg County	$12,718
Jim Wells County	$166,539
Joaquin	$810
Johnson City	$3,581
Johnson County	$408,692
Jolly	$26
Jones County	$22,001
Jones Creek	$5,078
Jonestown	$6,419
Josephine	$881
Joshua	$20,619
Jourdanton	$9,600
Junction	$4,825
Justin	$8,575
Karnes City	$11,632
Karnes County	$35,249
Katy	$52,467
Victoria	$84,598
Victoria County	$520,886
Vidor	$95,620
Vinton	$622
Volente	$333
Von Ormy	$513
Waco	$512,007
Waelder	$3,427
Wake Village	$174
Walker County	$184,624
Waller County	$126,206
Waller	$11,295
Wallis	$2,698
Walnut Springs	$183
Ward County	$67,920
Warren City	$66
Washington County	$83,727
Waskom	$5,346
Watauga	$33,216
Waxahachie	$152,094
Weatherford	$207,872
Webb County	$505,304
Webberville	$1,280
Webster	$53,202
Weimar	$5,830
Weinert	$234
Weir	$443
Wellington	$9,111
Wellman	$383
Wells	$1,357
Weslaco	$73,949
West	$3,522
West Columbia	$17,958
West Lake Hills	$17,056
West Orange	$42,452
West Tawakoni	$6,995
West University Place	$34,672
Westbrook	$43
Westlake	$41,540
Weston	$266

Kaufman	$27,607
Kaufman County	$353,047
Keene	$38,296
Keller	$79,189
Kemah	$28,325
Kemp	$6,419
Kempner	$330
Kendall County	$100,643
Kendleton	$13
Kenedy	$676
Kenedy County	$1,000
Kenefick	$416
Kennard	$132
Kennedale	$21,024
Kent County	$939
Kerens	$1,924
Kermit	$5,652
Kerr County	$218,452
Kerrville	$190,357
Kilgore	$105,583
Killeen	$535,650
Kimble County	$20,480
King County	$1,000
Kingsville	$20,083
Kinney County	$2,142
Kirby	$8,752
Kirbyville	$10,690
Kirvin	$2
Kleberg County	$124,109
Knollwood	$1,160
Knox City	$1,962
Knox County	$11,730
Kosse	$2,468
Kountze	$19,716
Kress	$186
Krugerville	$1,508
Krum	$9,661
Kurten	$686
Kyle	$51,835
La Feria	$10,381
Weston Lakes	$189
Westover Hills	$4,509
Westworth Village	$7,842
Wharton	$31,700
Wharton County	$72,887
Wheeler	$447
Wheeler County	$26,273
White Deer	$1,273
White Oak	$15,305
White Settlement	$23,304
Whiteface	$155
Whitehouse	$29,017
Whitesboro	$18,932
Whitewright	$7,098
Whitney	$73
Wichita County	$552,371
Wichita Falls	$832,574
Wickett	$87
Wilbarger County	$55,124
Willacy County	$24,581
Williamson County	$1,195,987
Willis	$24,384
Willow Park	$26,737
Wills Point	$43,765
Wilmer	$426
Wilson	$12
Wilson County	$121,034
Wimberley	$724
Windcrest	$12,908
Windom	$1,087
Windthorst	$3,385
Winfield	$290
Wink	$120
Winkler County	$61,163
Winnsboro	$28,791
Winona	$319
Winters	$6,229
Wise County	$289,074
Wixon Valley	$441
Wolfe City	$5,466

La Grange	$9,623	Wolfforth	$4,022
La Grulla	$1,708	Wood County	$267,048
La Joya	$8,457	Woodbranch	$9,617
La Marque	$98,930	Woodcreek	$358
La Porte	$91,532	Woodloch	$1,012
La Salle County	$14,975	Woodsboro	$1,130
La Vernia	$3,217	Woodson	$122
La Villa	$572	Woodville	$20,340
La Ward	$321	Woodway	$25,713
LaCoste	$159	Wortham	$376
Lacy-Lakeview	$11,599	Wylie	$114,708
Ladonia	$2,011	Yantis	$2,072
Lago Vista	$13,768	Yoakum County	$34,924
Laguna Vista	$3,689	Yoakum	$20,210
Lake Bridgeport	$232	Yorktown	$5,447
Lake City	$2,918	Young County	$44,120
Lake Dallas	$25,314	Zapata County	$56,480
Lake Jackson	$75,781	Zavala County	$38,147
Lake Tanglewood	$613	Zavalla	$1,088
Lake Worth	$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total ($700 million)

Health Care Region Allocation*: $693 million; Administrative Costs: $7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	$24,220,521
9	Dallas, Kaufman	$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	$12,124,354
15	El Paso, Hudspeth	$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	$23,042,947
18	Collin, Denton, Grayson, Rockwall	$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	$6,755,656
	Administrative Costs	$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, "Members"). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas' Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O'Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. "Approved Purpose(s)" shall mean those uses identified in Exhibit A hereto.
9. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

11. "Texas Opioid Council" shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions ("Subdivision Share"), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas ("State Share"). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the "Texas Opioid Fee and Expense Fund," which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.

5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.

8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

KENNETH PAXTON, JR.
ATTORNEY GENERAL

FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:

MIKAL WATTS
WATTS GUERRA LLP

JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC

DARA HEGAR
LANIER LAW FIRM, PC

DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members*.

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members*.

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
b. One member representing Region 3 (Houston);
c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
e. One member representing Regions 1, 2, 17, 18 (East Texas); and
f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

a. Chapter 316 of the Government Code (Appropriations);
b. Chapter 322 of the Government Code (Legislative Budget Board);
c. Chapter 325 of the Government Code (Sunset);
d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
e. Chapter 2001 of the Government Code (Administrative Procedure);
f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
h. Chapter 2262 of the Government Code (Statewide Contract Management);

i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. Transparency

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
ii. The Council may convene in a closed, non-public meeting:
    a. If the Commission must discuss:
        1. Negotiation of contract awards; and
        2. Matters specifically exempted from disclosure by federal and state statutes.
    b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. Authority

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. Executive Director

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.

2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.

3. *Annual Allocation*. Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total ($150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is $1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	$688	Lakeport	$463
Abernathy	$110	Lakeside	$4,474
Abilene	$563,818	Lakeside City	$222
Ackerly	$21	Lakeview	$427
Addison	$58,094	Lakeway	$31,657
Adrian	$181	Lakewood Village	$557
Agua Dulce	$43	Lamar County	$141,598
Alamo	$22,121	Lamb County	$50,681
Alamo Heights	$28,198	Lamesa	$29,656
Alba	$3,196	Lampasas	$28,211
Albany	$180	Lampasas County	$42,818
Aledo	$331	Lancaster	$90,653
Alice	$71,291	Laredo	$763,174
Allen	$315,081	Latexo	$124
Alma	$1,107	Lavaca County	$45,973
Alpine	$29,686	Lavon	$7,435
Alto	$3,767	Lawn	$58
Alton	$11,540	League City	$302,418
Alvarado	$29,029	Leakey	$256
Alvin	$113,962	Leander	$88,641
Alvord	$358	Leary	$797
Amarillo	$987,661	Lee County	$30,457
Ames	$5,571	Lefors	$159
Amherst	$22	Leon County	$67,393
Anahuac	$542	Leon Valley	$23,258
Anderson	$19	Leona	$883
Anderson County	$268,763	Leonard	$8,505
Andrews	$18,983	Leroy	$176
Andrews County	$37,606	Levelland	$46,848
Angelina County	$229,956	Lewisville	$382,094
Angleton	$62,791	Lexington	$2,318
Angus	$331	Liberty	$72,343
Anna	$9,075	Liberty County	$531,212
Annetta	$5,956	Liberty Hill	$2,780
Annetta North	$34	Limestone County	$135,684

(Table continues on multiple pages below)

Annetta South	$602
Annona	$738
Anson	$5,134
Anthony	$4,514
Anton	$444
Appleby	$1,551
Aquilla	$208
Aransas County	$266,512
Aransas Pass	$57,813
Archer City	$10,554
Archer County	$45,534
Arcola	$7,290
Argyle	$11,406
Arlington	$735,803
Armstrong County	$974
Arp	$2,009
Asherton	$112
Aspermont	$9
Atascosa County	$176,903
Athens	$105,942
Atlanta	$30,995
Aubrey	$15,141
Aurora	$1,849
Austin County	$76,030
Austin	$4,877,716
Austwell	$109
Avery	$138
Avinger	$1,115
Azle	$32,213
Bailey	$950
Bailey County	$15,377
Bailey's Prairie	$5,604
Baird	$2,802
Balch Springs	$27,358
Balcones Heights	$23,811
Ballinger	$9,172
Balmorhea	$63
Bandera	$2,893
Bandera County	$86,815
Bangs	$3,050
Lincoln Park	$677
Lindale	$24,202
Linden	$3,661
Lindsay	$1,228
Lipan	$44
Lipscomb County	$10,132
Little Elm	$69,326
Little River-Academy	$798
Littlefield	$7,678
Live Oak	$32,740
Live Oak County	$39,716
Liverpool	$1,435
Livingston	$73,165
Llano	$23,121
Llano County	$115,647
Lockhart	$49,050
Lockney	$3,301
Log Cabin	$1,960
Lometa	$1,176
Lone Oak	$1,705
Lone Star	$8,283
Longview	$482,254
Loraine	$188
Lorena	$3,390
Lorenzo	$11,358
Los Fresnos	$11,185
Los Indios	$159
Los Ybanez	$0
Lott	$1,516
Lovelady	$249
Loving County	$1,000
Lowry Crossing	$783
Lubbock	$319,867
Lubbock County	$1,379,719
Lucas	$5,266
Lueders	$508
Lufkin	$281,592
Luling	$29,421
Lumberton	$36,609
Lyford	$3,071

Bardwell	$362
Barry	$200
Barstow	$61
Bartlett	$3,374
Bartonville	$8,887
Bastrop	$46,320
Bastrop County	$343,960
Bay City	$57,912
Baylor County	$29,832
Bayou Vista	$6,240
Bayside	$242
Baytown	$216,066
Bayview	$41
Beach City	$12,505
Bear Creek	$906
Beasley	$130
Beaumont	$683,010
Beckville	$1,247
Bedford	$94,314
Bedias	$3,475
Bee Cave	$12,863
Bee County	$97,844
Beeville	$24,027
Bell County	$650,748
Bellaire	$41,264
Bellevue	$56
Bellmead	$14,487
Bells	$1,891
Bellville	$7,488
Belton	$72,680
Benavides	$152
Benbrook	$43,919
Benjamin	$951
Berryville	$14,379
Bertram	$182
Beverly Hills	$4,336
Bevil Oaks	$549
Bexar County	$7,007,152
Big Lake	$547
Big Sandy	$4,579
Lynn County	$6,275
Lytle	$7,223
Mabank	$19,443
Madison County	$49,492
Madisonville	$11,458
Magnolia	$26,031
Malakoff	$12,614
Malone	$439
Manor	$12,499
Mansfield	$150,788
Manvel	$12,305
Marble Falls	$37,039
Marfa	$65
Marietta	$338
Marion	$275
Marion County	$54,728
Marlin	$21,634
Marquez	$1,322
Marshall	$108,371
Mart	$928
Martin County	$10,862
Martindale	$2,437
Mason	$777
Mason County	$3,134
Matador	$1,203
Matagorda County	$135,239
Mathis	$15,720
Maud	$423
Maverick County	$115,919
Maypearl	$986
McAllen	$364,424
McCamey	$542
McGregor	$9,155
McKinney	$450,383
McLean	$14
McLendon-Chisholm	$411
Mcculloch County	$20,021
Mclennan County	$529,641
Mcmullen County	$1,000
Meadow	$1,121

Big Spring	$189,928
Big Wells	$236
Bishop	$8,213
Bishop Hills	$323
Blackwell	$31
Blanco	$6,191
Blanco County	$49,223
Blanket	$147
Bloomburg	$1,010
Blooming Grove	$352
Blossom	$198
Blue Mound	$2,888
Blue Ridge	$1,345
Blum	$1,622
Boerne	$45,576
Bogata	$3,649
Bonham	$100,909
Bonney	$2,510
Booker	$1,036
Borden County	$1,000
Borger	$69,680
Bosque County	$71,073
Bovina	$173
Bowie	$83,620
Bowie County	$233,190
Boyd	$6,953
Brackettville	$8
Brady	$27,480
Brazoria	$11,537
Brazoria County	$1,021,090
Brazos Bend	$462
Brazos Country	$902
Brazos County	$342,087
Breckenridge	$23,976
Bremond	$5,554
Brenham	$54,750
Brewster County	$60,087
Briarcliff	$572
Briaroaks	$57
Bridge City	$80,756
Meadowlakes	$905
Meadows Place	$18,148
Medina County	$48,355
Megargel	$611
Melissa	$15,381
Melvin	$345
Memphis	$7,203
Menard	$991
Menard County	$14,717
Mercedes	$21,441
Meridian	$3,546
Merkel	$10,117
Mertens	$239
Mertzon	$29
Mesquite	$310,709
Mexia	$21,096
Miami	$455
Midland County	$279,927
Midland	$521,849
Midlothian	$95,799
Midway	$78
Milam County	$97,386
Milano	$904
Mildred	$286
Miles	$93
Milford	$6,177
Miller's Cove	$97
Millican	$417
Mills County	$19,931
Millsap	$34
Mineola	$48,719
Mineral Wells	$92,061
Mingus	$189
Mission	$124,768
Missouri City	$209,633
Mitchell County	$20,850
Mobeetie	$52
Mobile City	$2,034
Monahans	$5,849
Mont Belvieu	$19,669

Bridgeport	$33,301
Briscoe County	$977
Broaddus	$31
Bronte	$99
Brooks County	$20,710
Brookshire	$6,406
Brookside Village	$1,110
Brown County	$193,417
Browndell	$152
Brownfield	$14,452
Brownsboro	$3,176
Brownsville	$425,057
Brownwood	$166,572
Bruceville-Eddy	$1,692
Bryan	$246,897
Bryson	$1,228
Buckholts	$1,113
Buda	$10,784
Buffalo	$11,866
Buffalo Gap	$88
Buffalo Springs	$188
Bullard	$7,487
Bulverde	$14,436
Bunker Hill Village	$472
Burkburnett	$37,844
Burke	$1,114
Burleson County	$70,244
Burleson	$151,779
Burnet	$33,345
Burnet County	$189,829
Burton	$937
Byers	$77
Bynum	$380
Cactus	$4,779
Caddo Mills	$43
Caldwell	$18,245
Caldwell County	$86,413
Calhoun County	$127,926
Callahan County	$12,894
Callisburg	$101
Montague County	$94,796
Montgomery	$1,884
Montgomery County	$2,700,911
Moody	$828
Moore County	$40,627
Moore Station	$772
Moran	$50
Morgan	$605
Morgan's Point	$3,105
Morgan's Point Resort	$8,024
Morris County	$53,328
Morton	$167
Motley County	$3,344
Moulton	$999
Mount Calm	$605
Mount Enterprise	$1,832
Mount Pleasant	$65,684
Mount Vernon	$6,049
Mountain City	$1,548
Muenster	$4,656
Muleshoe	$4,910
Mullin	$384
Munday	$2,047
Murchison	$2,302
Murphy	$51,893
Mustang	$7
Mustang Ridge	$2,462
Nacogdoches	$205,992
Nacogdoches County	$198,583
Naples	$4,224
Nash	$7,999
Nassau Bay	$11,247
Natalia	$625
Navarro	$334
Navarro County	$103,513
Navasota	$37,676
Nazareth	$124
Nederland	$44,585
Needville	$10,341
Nevada	$237

Calvert	$772
Cameron	$11,091
Cameron County	$537,026
Camp County	$28,851
Camp Wood	$422
Campbell	$1,116
Canadian	$1,090
Caney City	$2,005
Canton	$56,734
Canyon	$26,251
Carbon	$620
Carl's Corner	$48
Carmine	$385
Carrizo Springs	$1,671
Carrollton	$310,255
Carson County	$29,493
Carthage	$18,927
Cashion Community	$322
Cass County	$93,155
Castle Hills	$12,780
Castro County	$4,420
Castroville	$4,525
Cedar Hill	$70,127
Cedar Park	$185,567
Celeste	$1,280
Celina	$18,283
Center	$58,838
Centerville	$385
Chambers County	$153,188
Chandler	$17,364
Channing	$2
Charlotte	$4,257
Cherokee County	$156,612
Chester	$1,174
Chico	$2,928
Childress	$37,916
Childress County	$50,582
Chillicothe	$172
China	$522
China Grove	$598
New Berlin	$4
New Boston	$6,953
New Braunfels	$307,313
New Chapel Hill	$288
New Deal	$338
New Fairview	$2,334
New Home	$9
New Hope	$1,024
New London	$4,129
New Summerfield	$442
New Waverly	$2,562
Newark	$520
Newcastle	$914
Newton	$6,102
Newton County	$158,006
Neylandville	$163
Niederwald	$16
Nixon	$2,283
Nocona	$16,536
Nolan County	$50,262
Nolanville	$4,247
Nome	$391
Noonday	$226
Nordheim	$697
Normangee	$6,192
North Cleveland	$105
North Richland Hills	$146,419
Northlake	$8,905
Novice	$76
Nueces County	$1,367,932
O'Brien	$76
O'Donnell	$27
Oak Grove	$2,769
Oak Leaf	$612
Oak Point	$9,011
Oak Ridge	$358
Oak Ridge North	$33,512
Oak Valley	$7
Oakwood	$148
Ochiltree County	$15,476

Chireno	$1,568
Christine	$354
Cibolo	$13,690
Cisco	$7,218
Clarendon	$114
Clarksville	$20,891
Clarksville City	$54
Claude	$26
Clay County	$72,050
Clear Lake Shores	$6,682
Cleburne	$228,184
Cleveland	$96,897
Clifton	$9,939
Clint	$375
Clute	$51,350
Clyde	$17,287
Coahoma	$2,291
Cochran County	$3,389
Cockrell Hill	$512
Coffee City	$1,087
Coke County	$5,522
Coldspring	$447
Coleman	$5,442
Coleman County	$4,164
College Station	$258,147
Colleyville	$46,049
Collin County	$1,266,721
Collingsworth County	$19,234
Collinsville	$1,831
Colmesneil	$2,211
Colorado City	$8,405
Colorado County	$49,084
Columbus	$6,867
Comal County	$396,142
Comanche	$16,503
Comanche County	$50,964
Combes	$1,710
Combine	$1,892
Commerce	$33,869
Como	$415
Odem	$7,420
Odessa	$559,163
Oglesby	$29
Old River-Winfree	$21,653
Oldham County	$10,318
Olmos Park	$9,801
Olney	$6,088
Olton	$1,197
Omaha	$4,185
Onalaska	$31,654
Opdyke West	$479
Orange	$311,339
Orange County	$689,818
Orange Grove	$1,677
Orchard	$867
Ore City	$6,806
Overton	$7,900
Ovilla	$13,391
Oyster Creek	$9,633
Paducah	$125
Paint Rock	$141
Palacios	$14,036
Palestine	$178,009
Palisades	$240
Palm Valley	$1,918
Palmer	$12,666
Palmhurst	$4,660
Palmview	$7,577
Palo Pinto County	$124,621
Pampa	$67,227
Panhandle	$9,536
Panola County	$80,699
Panorama Village	$1,292
Pantego	$12,898
Paradise	$52
Paris	$201,180
Parker	$10,307
Parker County	$476,254
Parmer County	$15,866
Pasadena	$356,536

Concho County	$3,859
Conroe	$466,671
Converse	$27,693
Cooke County	$200,451
Cool	$731
Coolidge	$243
Cooper	$362
Coppell	$86,593
Copper Canyon	$489
Copperas Cove	$133,492
Corinth	$75,298
Corpus Christi	$1,812,707
Corral City	$143
Corrigan	$21,318
Corsicana	$87,310
Coryell County	$123,659
Cottle County	$875
Cottonwood	$289
Cottonwood Shores	$1,203
Cotulla	$1,251
Coupland	$266
Cove	$387
Covington	$519
Coyote Flats	$1,472
Crandall	$12,094
Crane	$10,599
Crane County	$26,146
Cranfills Gap	$128
Crawford	$383
Creedmoor	$16
Cresson	$1,086
Crockett	$23,403
Crockett County	$18,210
Crosby County	$18,388
Crosbyton	$1,498
Cross Plains	$4,877
Cross Roads	$244
Cross Timber	$542
Crowell	$6,335
Crowley	$22,345
Pattison	$1,148
Patton Village	$9,268
Payne Springs	$1,770
Pearland	$333,752
Pearsall	$11,570
Pecan Gap	$719
Pecan Hill	$229
Pecos	$7,622
Pecos County	$46,997
Pelican Bay	$1,199
Penelope	$415
Penitas	$312
Perryton	$23,364
Petersburg	$1,691
Petrolia	$17
Petronila	$5
Pflugerville	$86,408
Pharr	$144,721
Pilot Point	$11,613
Pine Forest	$3,894
Pine Island	$3,141
Pinehurst	$32,671
Pineland	$4,138
Piney Point Village	$15,738
Pittsburg	$20,526
Plains	$129
Plainview	$60,298
Plano	$1,151,608
Pleak	$270
Pleasant Valley	$308
Pleasanton	$29,011
Plum Grove	$258
Point	$1,519
Point Blank	$355
Point Comfort	$447
Point Venture	$588
Polk County	$370,831
Ponder	$1,282
Port Aransas	$31,022
Port Arthur	$367,945

Crystal City	$19,412	Port Isabel	$9,802
Cuero	$24,689	Port Lavaca	$11,752
Culberson County	$789	Port Neches	$38,849
Cumby	$5,320	Portland	$76,517
Cuney	$606	Post	$2,332
Cushing	$1,120	Post Oak Bend City	$1,034
Cut and Shoot	$2,141	Poteet	$6,767
DISH	$19	Poth	$3,974
Daingerfield	$12,476	Potter County	$371,701
Daisetta	$5,370	Pottsboro	$12,302
Dalhart	$11,609	Powell	$110
Dallam County	$21,686	Poynor	$1,180
Dallas County	$8,538,291	Prairie View	$7,600
Dallas	$2,999,902	Premont	$3,321
Dalworthington Gardens	$6,060	Presidio	$148
Danbury	$4,231	Presidio County	$787
Darrouzett	$101	Primera	$2,958
Dawson	$600	Princeton	$19,245
Dawson County	$46,911	Progreso	$8,072
Dayton	$47,122	Progreso Lakes	$39
Dayton Lakes	$38	Prosper	$22,770
De Kalb	$1,035	Providence Village	$508
De Leon	$8,218	Putnam	$14
De Witt County	$68,895	Pyote	$22
DeCordova	$13,778	Quanah	$207
DeSoto	$72,400	Queen City	$4,837
Deaf Smith County	$34,532	Quinlan	$7,304
Dean	$141	Quintana	$492
Decatur	$56,669	Quitaque	$8
Deer Park	$49,388	Quitman	$15,619
Del Rio	$59,056	Rains County	$53,190
Dell City	$15	Ralls	$3,967
Delta County	$30,584	Rancho Viejo	$3,836
Denison	$210,426	Randall County	$278,126
Denton	$458,334	Ranger	$12,186
Denton County	$1,132,298	Rankin	$1,613
Denver City	$2,104	Ransom Canyon	$930
Deport	$42	Ravenna	$685
Detroit	$965	Raymondville	$7,466
Devers	$191	Reagan County	$25,215

Devine	$4,354
Diboll	$25,533
Dickens	$71
Dickens County	$1,873
Dickinson	$83,683
Dilley	$2,633
Dimmit County	$33,294
Dimmitt	$1,012
Dodd City	$1,211
Dodson	$447
Domino	$196
Donley County	$22,370
Donna	$13,798
Dorchester	$231
Double Oak	$4,765
Douglassville	$574
Dripping Springs	$811
Driscoll	$39
Dublin	$14,478
Dumas	$26,229
Duncanville	$58,328
Duval County	$49,109
Eagle Lake	$4,882
Eagle Pass	$56,005
Early	$14,838
Earth	$242
East Bernard	$5,554
East Mountain	$2,494
East Tawakoni	$2,723
Eastland	$15,896
Eastland County	$52,275
Easton	$329
Ector	$1,108
Ector County	$480,000
Edcouch	$4,101
Eden	$497
Edgecliff Village	$2,232
Edgewood	$13,154
Edinburg	$120,884
Edmonson	$136
Real County	$5,073
Red Lick	$23
Red Oak	$26,843
Red River County	$29,306
Redwater	$1,058
Reeves County	$103,350
Refugio	$8,839
Refugio County	$46,216
Reklaw	$1,136
Reno	$3,791
Reno	$11,164
Retreat	$52
Rhome	$12,285
Rice	$1,972
Richardson	$260,315
Richland	$210
Richland Hills	$24,438
Richland Springs	$2,234
Richmond	$77,606
Richwood	$12,112
Riesel	$1,118
Rio Bravo	$8,548
Rio Grande City	$25,947
Rio Hondo	$3,550
Rio Vista	$4,419
Rising Star	$1,933
River Oaks	$11,917
Riverside	$858
Roanoke	$275
Roaring Springs	$461
Robert Lee	$85
Roberts County	$547
Robertson County	$44,642
Robinson	$18,002
Robstown	$40,154
Roby	$428
Rochester	$674
Rockdale	$20,973
Rockport	$54,253
Rocksprings	$25

Edna	$18,194
Edom	$2,149
Edwards County	$975
El Campo	$31,700
El Cenizo	$621
El Lago	$5,604
El Paso	$1,224,371
El Paso County	$2,592,121
Eldorado	$50
Electra	$15,716
Elgin	$26,284
Elkhart	$301
Ellis County	$315,372
Elmendorf	$746
Elsa	$7,720
Emhouse	$83
Emory	$3,878
Enchanted Oaks	$1,299
Encinal	$1,515
Ennis	$81,839
Erath County	$102,616
Escobares	$40
Estelline	$909
Euless	$92,824
Eureka	$334
Eustace	$2,089
Evant	$2,068
Everman	$7,692
Fair Oaks Ranch	$8,077
Fairchilds	$81
Fairfield	$1,245
Fairview	$32,245
Falfurrias	$2,221
Falls City	$41
Falls County	$34,522
Fannin County	$131,653
Farmers Branch	$94,532
Farmersville	$10,532
Farwell	$343
Fate	$3,473
Rockwall	$114,308
Rockwall County	$168,820
Rocky Mound	$280
Rogers	$3,818
Rollingwood	$4,754
Roma	$16,629
Roman Forest	$8,610
Ropesville	$2,122
Roscoe	$778
Rose City	$4,012
Rose Hill Acres	$2,311
Rosebud	$1,489
Rosenberg	$126,593
Ross	$147
Rosser	$549
Rotan	$1,493
Round Mountain	$454
Round Rock	$475,992
Round Top	$140
Rowlett	$99,963
Roxton	$47
Royse City	$23,494
Rule	$800
Runaway Bay	$6,931
Runge	$255
Runnels County	$33,831
Rusk	$17,991
Rusk County	$151,390
Sabinal	$1,811
Sabine County	$46,479
Sachse	$23,400
Sadler	$925
Saginaw	$31,973
Salado	$3,210
San Angelo	$536,509
San Antonio	$4,365,416
San Augustine	$25,182
San Augustine County	$37,854
San Benito	$40,015
San Diego	$11,771

Fayette County	$92,440
Fayetteville	$391
Ferris	$13,873
Fisher County	$5,518
Flatonia	$5,661
Florence	$3,949
Floresville	$21,699
Flower Mound	$215,256
Floyd County	$9,049
Floydada	$6,357
Foard County	$5,764
Follett	$212
Forest Hill	$26,132
Forney	$80,112
Forsan	$576
Fort Bend County	$1,506,719
Fort Stockton	$4,411
Fort Worth	$2,120,790
Franklin	$3,931
Franklin County	$25,783
Frankston	$274
Fredericksburg	$56,486
Freeport	$72,973
Freer	$3,271
Freestone County	$50,495
Friendswood	$140,330
Frio County	$19,954
Friona	$2,848
Frisco	$405,309
Fritch	$4,548
Frost	$321
Fruitvale	$2,344
Fulshear	$5,272
Fulton	$1,602
Gaines County	$54,347
Gainesville	$153,980
Galena Park	$13,093
Gallatin	$1,253
Galveston	$488,187
Galveston County	$1,124,093
San Elizario	$7,831
San Felipe	$1,498
San Jacinto County	$197,398
San Juan	$28,845
San Leanna	$36
San Marcos	$325,688
San Patricio	$4,213
San Patricio County	$271,916
San Perlita	$2,219
San Saba	$10,057
San Saba County	$17,562
Sanctuary	$17
Sandy Oaks	$9,863
Sandy Point	$1,637
Sanford	$308
Sanger	$22,237
Sansom Park	$223
Santa Anna	$329
Santa Clara	$87
Santa Fe	$33,272
Santa Rosa	$2,138
Savoy	$2,349
Schertz	$60,110
Schleicher County	$5,695
Schulenburg	$2,560
Scotland	$148
Scottsville	$708
Scurry	$1,110
Scurry County	$73,116
Seabrook	$30,270
Seadrift	$991
Seagoville	$17,106
Seagraves	$7,531
Sealy	$20,637
Seguin	$376,538
Selma	$22,429
Seminole	$16,092
Seven Oaks	$3,917
Seven Points	$7,452
Seymour	$14,218

Ganado	$5,510	Shackelford County	$1,288
Garden Ridge	$11,351	Shady Shores	$594
Garland	$420,244	Shallowater	$1,907
Garrett	$2,510	Shamrock	$4,328
Garrison	$3,555	Shavano Park	$3,178
Gary City	$450	Shelby County	$109,925
Garza County	$8,944	Shenandoah	$47,122
Gatesville	$26,994	Shepherd	$147
George West	$6,207	Sherman	$330,585
Georgetown	$225,896	Sherman County	$7,930
Gholson	$1,505	Shiner	$4,042
Giddings	$12,674	Shoreacres	$958
Gillespie County	$63,191	Silsbee	$66,442
Gilmer	$33,951	Silverton	$14
Gladewater	$24,638	Simonton	$1,906
Glasscock County	$1,000	Sinton	$23,658
Glen Rose	$540	Skellytown	$400
Glenn Heights	$16,593	Slaton	$154
Godley	$3,115	Smiley	$655
Goldsmith	$677	Smith County	$758,961
Goldthwaite	$1,225	Smithville	$17,009
Goliad	$3,563	Smyer	$300
Goliad County	$34,660	Snook	$1,422
Golinda	$100	Snyder	$9,018
Gonzales	$14,882	Socorro	$11,125
Gonzales County	$33,230	Somerset	$1,527
Goodlow	$221	Somervell County	$57,076
Goodrich	$9,643	Somerville	$3,806
Gordon	$365	Sonora	$7,337
Goree	$749	Sour Lake	$17,856
Gorman	$3,107	South Houston	$25,620
Graford	$23	South Mountain	$154
Graham	$235,428	South Padre Island	$30,629
Granbury	$71,735	Southlake	$70,846
Grand Prairie	$445,439	Southmayd	$7,096
Grand Saline	$36,413	Southside Place	$885
Grandfalls	$65	Spearman	$14,000
Grandview	$6,600	Splendora	$7,756
Granger	$2,741	Spofford	$7
Granite Shoals	$11,834	Spring Valley Village	$16,404

Granjeno	$43
Grapeland	$7,287
Grapevine	$129,195
Gray County	$65,884
Grays Prairie	$17
Grayson County	$539,083
Greenville	$203,112
Gregg County	$243,744
Gregory	$4,697
Grey Forest	$474
Grimes County	$94,878
Groesbeck	$5,745
Groom	$965
Groves	$40,752
Groveton	$8,827
Gruver	$1,166
Guadalupe County	$146,824
Gun Barrel City	$36,302
Gunter	$4,609
Gustine	$34
Hackberry	$94
Hale Center	$6,042
Hale County	$79,150
Hall County	$8,933
Hallettsville	$6,895
Hallsburg	$272
Hallsville	$10,239
Haltom City	$71,800
Hamilton	$3,581
Hamilton County	$66,357
Hamlin	$4,656
Hansford County	$16,416
Happy	$327
Hardeman County	$15,219
Hardin	$100
Hardin County	$379,800
Harker Heights	$113,681
Harlingen	$165,429
Harris County	$14,966,202
Harrison County	$185,910
Springlake	$3
Springtown	$14,244
Spur	$427
St. Hedwig	$111
St. Jo	$7,360
St. Paul	$21
Stafford	$75,145
Stagecoach	$3,036
Stamford	$398
Stanton	$3,838
Staples	$19
Star Harbor	$151
Starr County	$99,896
Stephens County	$35,244
Stephenville	$83,472
Sterling City	$62
Sterling County	$939
Stinnett	$4,097
Stockdale	$741
Stonewall County	$1,822
Stratford	$8,378
Strawn	$987
Streetman	$5
Sudan	$32
Sugar Land	$321,561
Sullivan City	$6,121
Sulphur Springs	$124,603
Sun Valley	$4
Sundown	$2,592
Sunnyvale	$3,248
Sunray	$2,571
Sunrise Beach Village	$2,083
Sunset Valley	$9,425
Surfside Beach	$6,530
Sutton County	$6,541
Sweeny	$4,503
Sweetwater	$68,248
Swisher County	$7,251
Taft	$5,861
Tahoka	$430

Hart	$86
Hartley County	$786
Haskell	$10,829
Haskell County	$22,011
Haslet	$1,908
Hawk Cove	$674
Hawkins	$7,932
Hawley	$931
Hays	$506
Hays County	$529,489
Hearne	$16,824
Heath	$28,751
Hebron	$687
Hedley	$70
Hedwig Village	$13,067
Helotes	$15,790
Hemphill	$8,035
Hemphill County	$14,394
Hempstead	$21,240
Henderson	$59,966
Henderson County	$327,965
Henrietta	$2,720
Hereford	$20,423
Hewitt	$19,776
Hickory Creek	$16,510
Hico	$5,534
Hidalgo	$26,621
Hidalgo County	$1,253,103
Hideaway	$922
Higgins	$43
Highland Haven	$320
Highland Park	$43,383
Highland Village	$50,315
Hill Country Village	$6,485
Hill County	$127,477
Hillcrest	$5,345
Hillsboro	$46,609
Hilshire Village	$859
Hitchcock	$28,796
Hockley County	$46,407
Talco	$372
Talty	$9,124
Tarrant County	$6,171,159
Tatum	$972
Taylor	$57,945
Taylor County	$351,078
Taylor Lake Village	$412
Taylor Landing	$153
Teague	$1,714
Tehuacana	$12
Temple	$280,747
Tenaha	$4,718
Terrell	$148,706
Terrell County	$5,737
Terrell Hills	$9,858
Terry County	$25,423
Texarkana	$192,094
Texas City	$298,702
Texhoma	$156
Texline	$865
The Colony	$114,297
The Hills	$1,004
Thompsons	$1,897
Thorndale	$1,595
Thornton	$270
Thorntonville	$87
Thrall	$825
Three Rivers	$4,669
Throckmorton	$29
Throckmorton County	$5,695
Tiki Island	$2,178
Timbercreek Canyon	$369
Timpson	$12,642
Tioga	$2,390
Tira	$185
Titus County	$70,611
Toco	$4
Todd Mission	$1,680
Tolar	$2,369
Tom Bean	$2,293

Holiday Lakes	$1,795
Holland	$77
Holliday	$5,910
Hollywood Park	$9,424
Hondo	$115,288
Honey Grove	$7,196
Hood County	$292,105
Hooks	$2,702
Hopkins County	$149,518
Horizon City	$7,520
Horseshoe Bay	$48,173
Houston County	$78,648
Houston	$7,021,793
Howard County	$89,330
Howardwick	$84
Howe	$9,177
Hubbard	$3,635
Hudson	$6,840
Hudson Oaks	$15,637
Hudspeth County	$985
Hughes Springs	$4,442
Humble	$73,952
Hunt County	$309,851
Hunters Creek Village	$14,708
Huntington	$8,792
Huntsville	$80,373
Hurst	$99,187
Hutchins	$9,551
Hutchinson County	$74,630
Hutto	$38,346
Huxley	$738
Idalou	$1,999
Impact	$8
Indian Lake	$473
Industry	$604
Ingleside on the Bay	$142
Ingleside	$40,487
Ingram	$5,243
Iola	$3,164
Iowa Colony	$4,090
Tom Green County	$282,427
Tomball	$34,620
Tool	$14,787
Toyah	$40
Travis County	$4,703,473
Trent	$63
Trenton	$3,089
Trinidad	$5,859
Trinity	$23,652
Trinity County	$105,766
Trophy Club	$29,370
Troup	$7,918
Troy	$5,320
Tulia	$8,911
Turkey	$737
Tuscola	$138
Tye	$1,766
Tyler	$723,829
Tyler County	$131,743
Uhland	$1,545
Uncertain	$185
Union Grove	$994
Union Valley	$666
Universal City	$28,428
University Park	$50,833
Upshur County	$128,300
Upton County	$8,499
Uvalde	$18,439
Uvalde County	$36,244
Val Verde County	$117,815
Valentine	$207
Valley Mills	$2,228
Valley View	$1,824
Van	$6,206
Van Alstyne	$43,749
Van Horn	$211
Van Zandt County	$248,747
Vega	$974
Venus	$9,792
Vernon	$81,337

Iowa Park	$23,487
Iraan	$56
Iredell	$216
Irion County	$9,105
Irving	$427,818
Italy	$5,349
Itasca	$8,694
Ivanhoe	$26
Jacinto City	$14,141
Jack County	$14,799
Jacksboro	$23,254
Jackson County	$37,984
Jacksonville	$80,179
Jamaica Beach	$4,913
Jarrell	$2,423
Jasper	$78,422
Jasper County	$248,855
Jayton	$63
Jeff Davis County	$8,500
Jefferson	$11,194
Jefferson County	$756,614
Jersey Village	$36,347
Jewett	$9,338
Jim Hogg County	$12,718
Jim Wells County	$166,539
Joaquin	$810
Johnson City	$3,581
Johnson County	$408,692
Jolly	$26
Jones County	$22,001
Jones Creek	$5,078
Jonestown	$6,419
Josephine	$881
Joshua	$20,619
Jourdanton	$9,600
Junction	$4,825
Justin	$8,575
Karnes City	$11,632
Karnes County	$35,249
Katy	$52,467
Victoria	$84,598
Victoria County	$520,886
Vidor	$95,620
Vinton	$622
Volente	$333
Von Ormy	$513
Waco	$512,007
Waelder	$3,427
Wake Village	$174
Walker County	$184,624
Waller County	$126,206
Waller	$11,295
Wallis	$2,698
Walnut Springs	$183
Ward County	$67,920
Warren City	$66
Washington County	$83,727
Waskom	$5,346
Watauga	$33,216
Waxahachie	$152,094
Weatherford	$207,872
Webb County	$505,304
Webberville	$1,280
Webster	$53,202
Weimar	$5,830
Weinert	$234
Weir	$443
Wellington	$9,111
Wellman	$383
Wells	$1,357
Weslaco	$73,949
West	$3,522
West Columbia	$17,958
West Lake Hills	$17,056
West Orange	$42,452
West Tawakoni	$6,995
West University Place	$34,672
Westbrook	$43
Westlake	$41,540
Weston	$266

Kaufman	$27,607
Kaufman County	$353,047
Keene	$38,296
Keller	$79,189
Kemah	$28,325
Kemp	$6,419
Kempner	$330
Kendall County	$100,643
Kendleton	$13
Kenedy	$676
Kenedy County	$1,000
Kenefick	$416
Kennard	$132
Kennedale	$21,024
Kent County	$939
Kerens	$1,924
Kermit	$5,652
Kerr County	$218,452
Kerrville	$190,357
Kilgore	$105,583
Killeen	$535,650
Kimble County	$20,480
King County	$1,000
Kingsville	$20,083
Kinney County	$2,142
Kirby	$8,752
Kirbyville	$10,690
Kirvin	$2
Kleberg County	$124,109
Knollwood	$1,160
Knox City	$1,962
Knox County	$11,730
Kosse	$2,468
Kountze	$19,716
Kress	$186
Krugerville	$1,508
Krum	$9,661
Kurten	$686
Kyle	$51,835
La Feria	$10,381
Weston Lakes	$189
Westover Hills	$4,509
Westworth Village	$7,842
Wharton	$31,700
Wharton County	$72,887
Wheeler	$447
Wheeler County	$26,273
White Deer	$1,273
White Oak	$15,305
White Settlement	$23,304
Whiteface	$155
Whitehouse	$29,017
Whitesboro	$18,932
Whitewright	$7,098
Whitney	$73
Wichita County	$552,371
Wichita Falls	$832,574
Wickett	$87
Wilbarger County	$55,124
Willacy County	$24,581
Williamson County	$1,195,987
Willis	$24,384
Willow Park	$26,737
Wills Point	$43,765
Wilmer	$426
Wilson	$12
Wilson County	$121,034
Wimberley	$724
Windcrest	$12,908
Windom	$1,087
Windthorst	$3,385
Winfield	$290
Wink	$120
Winkler County	$61,163
Winnsboro	$28,791
Winona	$319
Winters	$6,229
Wise County	$289,074
Wixon Valley	$441
Wolfe City	$5,466

La Grange	$9,623	Wolfforth	$4,022
La Grulla	$1,708	Wood County	$267,048
La Joya	$8,457	Woodbranch	$9,617
La Marque	$98,930	Woodcreek	$358
La Porte	$91,532	Woodloch	$1,012
La Salle County	$14,975	Woodsboro	$1,130
La Vernia	$3,217	Woodson	$122
La Villa	$572	Woodville	$20,340
La Ward	$321	Woodway	$25,713
LaCoste	$159	Wortham	$376
Lacy-Lakeview	$11,599	Wylie	$114,708
Ladonia	$2,011	Yantis	$2,072
Lago Vista	$13,768	Yoakum County	$34,924
Laguna Vista	$3,689	Yoakum	$20,210
Lake Bridgeport	$232	Yorktown	$5,447
Lake City	$2,918	Young County	$44,120
Lake Dallas	$25,314	Zapata County	$56,480
Lake Jackson	$75,781	Zavala County	$38,147
Lake Tanglewood	$613	Zavalla	$1,088
Lake Worth	$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total ($700 million)

Health Care Region Allocation*: $693 million; Administrative Costs: $7 million

Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	$24,220,521
9	Dallas, Kaufman	$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	$12,124,354
15	El Paso, Hudspeth	$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	$23,042,947
18	Collin, Denton, Grayson, Rockwall	$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	$6,755,656
	Administrative Costs	$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[14]

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[14] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

City Council Meeting

Item Number: 5

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARAGON ROOFING, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF DURO-LAST DURO-FLEECE 50-MIL ROOFING AT THE POLICE DEPARTMENT FOR A TOTAL COST OF $272,350.00; APPROVING $27,650.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID CONTRACT (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Resolution approving a contract with Paragon Roofing, Inc., through the interlocal purchasing system (TIPS) for the purchase and installation of a new 50mil PVC system roof at Police Department building for a cost of $272,350.00 plus contingency of $27,650.00 for a total cost of $300,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

The amount of $300,000 is available in the FY2022 General Fund operating budget, and will be transferred and appropriated to a project in the Capital Fund (005).

Discussion:

Staff recommends awarding a contract to Paragon Roofing, Inc. to install the new 50mil PVC system roof at the Police Department building at 601 North Loraine Street. Paragon Roofing, Inc. has been awarded a contract through The Interlocal Purchasing System (TIPS) Program. We are members of the TIPS Program 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 roof replacement project was budgeted for FY2022 for an estimate cost of $400,000.00.

Therefore, please consider a resolution awarding a contract for the purchase and installation of a new 50mil PVC system roof at Police Department building to Paragon Roofing, Inc. of Dallas, Texas through The Interlocal Purchasing System (TIPS) for a cost of $272,350.00 plus contingency of $27,650.00 for a total cost of $300,000.00; and appropriating funds for said contract.

Tina Dawg

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARAGON ROOFING, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF DURO-LAST DURO-FLEECE 50-MIL ROOFING AT THE POLICE DEPARTMENT FOR A TOTAL COST OF $272,350.00; APPROVING $27,650.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID CONTRACT

WHEREAS, The Interlocal Purchasing System is a program in which the City participates on purchases in accordance with Tex. Loc. Gov't Code § 271.102; and

WHEREAS, Paragon Roofing, Inc., has submitted a total proposed cost to the City of $272,350.00 for the purchase and installation of Duro-Last Duro-Fleece 50-Mil roofing at the Police Department, through The Interlocal Purchasing System; and

WHEREAS, the Council finds the price proposed by Paragon Roofing, Inc., for the purchase and installation of said roofing at The Police Department to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Paragon Roofing, Inc., for the purchase and installation of Duro-Last Duro-Fleece 50-Mil roofing at the Police Department through The Interlocal Purchasing System; and

WHEREAS, the City Council finds it to be in the public interest to approve $27,650.00 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 with Paragon Roofing, Inc., for the purchase and installation of Duro-Last Duro-Fleece 50-Mil roofing at the Police Department, through The Interlocal Purchasing System, for a total cost of $272,350.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $27,650.00 for contingencies is hereby approved.

SECTION THREE. That the sum of $300,000.00 is available in the FY2022 General Fund operating budget and is hereby appropriated and transferred into a project account in the Capital Fund (500).

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Paragon Roofing, Inc., in accordance with the terms and conditions of the above-referenced contract from funds available in the above-referenced project account in the Capital Fund (500) 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 AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 22000801

THIS CONTRACT, effective the 17th day of November, 2021 by and between the City of Midland, hereinafter referred to as "CITY", and Paragon Roofing, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 272,350.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for purchase and installation of a new 50mil PVC system roof at Police Department building 601 North Loraine Street, Midland, Texas in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications and Proposal
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 Regina Stephenson 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,

Exhibit A

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR**

PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND**

ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 90 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

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

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third party beneficiary or other rights hereunder.

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

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

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

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

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

26. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

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

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

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

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

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

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Paragon Roofing, 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_____

PARAGON ROOFING INC.

"Pattern of Excellence" since 1989

October 26th, 2021

City of Midland
Police Department
601 N. Loraine St.
Midland, Texas 76701

THE INTERLOCAL PURCHASING SYSTEM

ROOFING PROPOSAL – 50 MIL DuroLast Fleece System – 20yr NDL

We are pleased to submit this proposal for installation of the new 50mil PVC system at the Police Department building through TIPS contract with Paragon's TIPS contract number 200201. This proposal includes both labor and materials for 18,741 square feet with 1,250 square feet of parapet wall flashing. We have excluded TPO roof area. This proposal is for all built-up roof areas covered in pea gravel

WORK INCLUDES

1. Clean existing roof, remove all abandoned antennas, trash and unused equipment
2. Vacuum up all pea gravel using vacuum truck with chutes (note: this is 2-3 day process that will be loud)
3. Mechanically fasten primed ¼" densdeck or secure rock board over exiting built-up roof area after gravel is removed
4. Fully adhered 50mil fleece back PVC membrane which includes 20 year No Dollar Limited manufacturer and workmanship warranty
5. Pricing includes mechanical contractor to disconnect and reconnect duct work that is too low to the roof
6. Remove and replace large bubble style skylight
7. Pre-manufactured PVC pipe boots, corners and flashings as provided by roofing manufacturer to meet standards for 20 year NDL warranty.
8. Install new expansion joint per DuroLast details

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1601 N. Walton Walker Blvd.
Dallas, TX 75211
o. 214.630.6377 | f. 214.630.6677

paragonroofinginc.com

9. Coping cap will be kept in place and new termination bar will be installed and sheet metal fabricated slip flashing at existing coping cap

10. Install new shop fabricated scupper out of TPO coated metal

11. All work to be completed in accordance with OSHA certifications

12. Full time, non-working, project manager onsite

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.

2. Includes TIPS fee & P&P Bond

3. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project. Only one mobilizations is included to complete the entire scope of work

4. Once work commences, Contractor shall proceed diligently to final completion.

5. Payment Schedule shall be as follows with all invoices due upon receipt:

   A. Payment is to be made as follows: Total due upon completion but one billing may be made after 30 days of progress for work completed less 10%

6. Price is good for delivery of materials for 45 days from the date of this proposal.

***NOTE:**

1. Wet ISO will be replaced per inch of thickness at the cost of **$1.20 per square foot**
2. Deteriorated/damaged metal decking shall be replaced at the cost of **$7.00 per square foot**

City of Midland
October 26th, 2021
Page Three

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

	$ 272,350.00
Tax 8.25%	$ N/A
Total:	**$ 272,350.00**

ACCEPTANCE

If accepted the district will need to simply issue a Purchase Order to Paragon Roofing, Inc. by email Quentan@paragonroofinginc.com using the districts normal procedure. Be sure to include "TIPS PURCHASE" somewhere on the purchase order AND e-mail a copy to TIPSPO@TIPS-USA.com.

Should you have any questions or concerns please contact our office at the number listed above or the TIPS Hotline at 866-839-8477.

ACCEPTED:

Company: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

Mr. Quentan Tobolka
VP of Steep Slope & Multi Family Sales
m. 214.336.0316

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paragonroofinginc.com

DURO-FLEECE® 50-MIL MEMBRANE

Advantages:
Duro-Last® Duro-Fleece® 50-Mil (DF50) is an excellent choice for projects requiring a long lasting, energy efficient roofing membrane. The combination of fleece and the proven performance of Duro-Last roofing membrane results in an ideal product for use in adhered and mechanically fastened applications over a wide variety of roof substrates. A complete line of custom-fabricated accessories is available for use with DF50.

Description:
In addition to the fleece, DF50 incorporates a weft-inserted, knitted scrim within PVC films to provide exceptional strength and waterproofing.

Duro-Fleece membranes must not be used with Duro-Last EV membranes.

PVC Film – Proprietary thermoplastic PVC formulation of resins, plasticizers, stabilizers, biocides, flame retardants, and U.V. absorbents.

- PVC film above weft-inserted scrim – 26 mil, nominal

Weft-Inserted Scrim – An 18 x 9 polyester fabric construction with weft insertion, composed of 840 x 1000 denier threads, provides superior tear and puncture resistance. The polyester thread is treated to prevent wicking.

Fleece – The 3.8-ounce per square yard needle-punched polypropylene fleece provides excellent properties for adhering to, or mechanically fastening over, a variety of substrates. Each roll of membrane has one selvage edge where the fleece is held back 2.25 inches to provide for hot-air welding to the underlying membrane.

Total Membrane Thickness – 50 mil, nominal.

Overall Thickness (with Fleece) – 68 mil, nominal.

Weight – 0.33 lb. per square foot.

Color – White.

R-Value – 0.1 R (0.1 $ft^2 \cdot °F \cdot hr/Btu$).

Packaging – DF50 is supplied in the roll sizes shown below. A full pallet contains ten rolls.

Roll Dimensions

Dimensions	Approximate Coverage[1]	Approximate Weight
120 in. x 100 ft.	975 sq. ft.	330 lb.
60 in. x 100 ft.	475 sq. ft.	165 lb.

[1] Assuming 3-inch overlap



Overlap Line – A line, 6 inches from one edge of the sheet, is factory-applied to the top of the sheet to assist in maintaining proper overlap between sheets.

Energy Efficiency:
White DF50 is an excellent product for complying with California Title 24, LEED® and other energy efficiency programs requiring the use of a highly reflective roof membrane.

Cool Roof Rating Council (CRRC)

	CRRC ID	Solar Reflectance		Thermal Emittance		Solar Reflective Index (SRI)	
		Initial	3-yr	Initial	3-yr	Initial	3-yr
White	0610-0010	0.87	0.67	0.89	0.89	110	81

LEED & LEED-EB Credits – White DF50 membrane alone can obtain 1 credit in either U.S. Green Building Council's LEED or LEED-EB programs. In combination with other design criteria the membrane may help attain many other credits.

LEED Credit Category	Duro-Last Attribute
Sustainable Sites Credit 7.2 Heat Island Effect: Roof	Solar Reflective Index SRI = 110

LEED-EB Credit Category	Duro-Last Attribute
Sustainable Sites Credit 7.2 Heat Island Effect: Roof	Solar Reflective Index SRI = 110

Warranty:
The following warranties are available for projects utilizing DF50. Contact Duro-Last for warranty details. **Consequential damage coverage is not available for Duro-Fleece installations.**

Available Warranties		
Supreme	Not applicable for this product	
Ultra	15-Year NDL High Wind Warranty	20-Year NDL High Wind Warranty
Basic	15-Year NDL Warranty	20-Year NDL Warranty
Residential	15-Year Residential Material Limited Warranty	20-Year Residential Material Limited Warranty

Duro-Last, "World's Best Roof" and Duro-Fleece are registered trademarks owned by Duro-Last, Inc.
LEED is a registered trademark owned by the U.S. Green Building Council.
Created: 07/02/2013 Revised: 07/06/2013, 11/19/2013, 11/21/2013, 01/23/2015, 05/18/2015, 02/15/2016, 04/04/2019, 09/23/2021

DURO-GUARD® DENSDECK® 1/4-INCH ROOF BOARD

Description
DensDeck® Roof Board is an exceptional fire barrier, thermal barrier, coverboard and recovery board used in various Duro-Last® roofing systems. The DensDeck Roof Board design employs fiberglass mats, front and back, that are mechanically bonded to a high density gypsum core, providing excellent fire resistance and wind uplift properties. The unique construction of DensDeck Roof Board provides superior flute spanning that stiffens and provides increased foot traffic resistance to the roof deck. Additionally, DensDeck Roof Board has been shown to withstand delamination, deterioration and job-site damage far more effectively than roofing membrane substrates such as paperfaced gypsum board, fiberboard and perlite insulation. DensDeck Roof Board has scored a 10, the highest level of performance for mold resistance per the ASTM D3273 test method.

Primary Uses
DensDeck Roof Board can be used as a substrate board, recovery board and overlayment protection board for polyisocyanurate and polystyrene insulation.

Standards and Code Approvals
DensDeck Roof Boards are manufactured to meet ASTM C1177 and have the following approvals:
• Florida Product Approved
• Miami-Dade County, Product Control Approved

Recommendations and Limitations
DensDeck Roof Boards are manufactured to act with a properly designed roof system following good roofing practices. The actual use of DensDeck Roof Board as a roofing component in any system or assembly is the responsibility of the roofing system's design authority. Consult with the appropriate design authority for system and assembly specifications and instructions on applying other products to DensDeck Roof Board.

DensDeck Roof Boards should not be subjected to abnormal or excessive loads or foot traffic, such as, but not limited to, use on plaza decks or under steel-wheeled equipment that may fracture or damage the panels. Provide suitable roofing system protection when required.

Moisture Management
DensDeck Roof Boards, like other components used in roofing systems, must be protected from exposure to moisture before, during and after installation.

Remove the plastic packaging from all DensDeck Roof Board immediately upon receipt of delivery. Failure to remove the plastic packaging may result in entrapment of condensation or moisture. DensDeck Roof Board stored outside must be stored level and off the ground and protected by a breathable waterproof covering. Provide means for air circulation around and under stored bundles of DensDeck Roof Board. DensDeck Roof Board must be covered the same day as installed.

Avoid application of DensDeck Roof Boards during rain, heavy fog and any other conditions that may deposit moisture on the surface, and avoid the overuse of non-vented, direct-fired heaters during winter months. When roofing systems are installed on newly poured concrete or light weight concrete decks or when re-roofing over an existing concrete deck, a vapor barrier should be installed above the concrete to limit the migration of water from the concrete into the roof assembly. Always consult a design authority for specific instructions for applying other products to DensDeck Roof Boards.

Moisture vapor movement by convection must be eliminated, and the flow of water by gravity through imperfections in the roof system must be controlled. After a leak has occurred, no condensation on the upper surface of the system should be tolerated, and the water introduced by the leak must be dissipated to the building interior in a minimum amount of time.

Although DensDeck Roof Boards are engineered with fiberglass facings and high density gypsum cores, the presence of free moisture can have a detrimental effect on the performance of the product. Moisture accumulation may also significantly decrease wind uplift and vertical pull resistance in the system or assembly. DensDeck Roof Boards containing excessive free moisture content may need to be evaluated for structural stability to assure wind uplift performance.

Duro-Last, Duro-Guard and "World's Best Roof" are registered marks owned by Duro-Last, Inc.
DensDeck is a registered mark owned by Georgia-Pacific Gypsum LLC. RoofNav is a registered mark owned by FM Global.
Created: 01/07/2015

Fire Resistance Classifications

DensDeck Roof Boards are excellent fire barriers over combustible and noncombustible roof decks, including steel decks.

UL 790 Classification. DensDeck Roof Boards have been classified by Underwriters Laboratories (UL) for use as a fire barrier over combustible and noncombustible decks in accordance with the ANSI/UL 790 test standard. The UL classification includes a comprehensive Class A, B or C rating. For additional information concerning the UL 790 classification, consult the UL Certification Directory.

UL 1256 Classification. DensDeck Roof Boards have also been classified by UL in roof deck constructions for internal (under deck) fire exposure in accordance with the ANSI/UL 1256 Steiner Tunnel test. For additional information concerning the UL 1256 classification, consult the UL Certification Directory.

FM Class 1 Approvals. DensDeck Roof Boards are included in numerous roofing assemblies with a Factory Mutual (FM) Class 1 fire rating. For more information concerning FM Approvals and FM Class 1 assemblies with DensDeck Roof Boards, consult FM or RoofNav®.

UL Fire Resistance Ratings. For information concerning UL fire rated assemblies, please visit www.ul.com.

Flame Spread and Smoke Developed. When tested in accordance with ASTM E84, DensDeck Roof Boards had Flame Spread 0, Smoke Developed 0.

Wind Uplift

DensDeck Roof Boards are included in numerous assemblies evaluated by FM or other independent laboratories for wind uplift performance. For information concerning such assemblies, please visit www.roofnav.com.

Handling and Use–CAUTION

This product contains fiberglass facings which may cause skin irritation. Dust and fibers produced during the handling and installation of the product may cause skin, eye and respiratory tract irritation. Avoid breathing dust and minimize contact with skin and eyes. Wear long sleeve shirts, long pants and eye protection. Always maintain adequate ventilation. Use a dust mask or NIOSH/MSHA approved respirator as appropriate in dusty or poorly ventilated areas.

Physical Properties

Properties	1/4" (6.4 mm)
Thickness, nominal	1/4" (6.4 mm) ± 1/16" (1.6 mm)
Width, standard	4' (1219 mm) ± 1/8" (3 mm)
Length, standard	8' (2438 mm) ± 1/4" (6.4 mm)
Weight, nominal, lbs./sq. ft. (Kg/m^2)	1.2 (5.9)
Surfacing	Fiberglass mat
Flexural Strength[1], parallel, lbf. min.	≥40 (178)
Flute Spanability[2]	2-5/8" (67 mm)
Permeance[3], Perms	>50 (2850)
R Value[4], ft^2•°F•hr/BTU (m^2•K/W)	.28
Linear Variation with Change in Temp., in/in °F (mm/mm/C°)	8.5×10^{-6} (15.3×10^{-6})
Linear Variation with Change in Moisture	6.25×10^{-6}
Water Absorption[5], % max	<10
Compressive Strength[6], psi nominal	900
Surface Water Absorption, grams, nominal	<2.5
Flame Spread, Smoke Developed (ASTM E84)	0/0
Bending Radius	5' (1524 mm)

1. Tested in accordance with ASTM C473 method B.
2. Tested in accordance with ASTM E661.
3. Tested in accordance with ASTM E96 (dry cup method).
4. Tested in accordance with ASTM C518 (heat flow meter).
5. Tested in accordance with ASTM C1177.
6. Tested in accordance with ASTM C473.

FIRE SAFETY CAUTION

Passing a fire test in a controlled laboratory setting and/or certifying or labeling a product as having a one-hour, two-hour, or any other fire resistance or protection rating and, therefore, as acceptable for use in certain fire rated assemblies/systems, does not mean that either a particular assembly/system incorporating the product, or any given piece of the product itself, will necessarily provide one-hour fire resistance, two-hour fire resistance, or any other specified fire resistance or protection in an actual fire. In the event of an actual fire, you should immediately take any and all actions necessary for your safety and the safety of others without regard for any fire rating of any product or assembly/system.

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Codes and Standards:
Underwriters Laboratories (US & Canada), UL Evaluation Report (ER10128), FM Approvals, Canadian Construction Materials Centre (CCMC 14011-L), State of Florida, Miami-Dade County, Texas Department of Insurance.

Storage:
Store rolls lengthwise on pallets. Use tarps to keep rolls dry.

Membrane Attachment:

Adhered – DF50 may be adhered to a variety of roof decks, walls, cover boards and insulations. It may be adhered directly to an existing built-up roof (BUR) by using approved membrane adhesives. Adhesion pull tests are required prior to adhering to BUR. The tests must be performed on a 1 x 1-foot area and receive minimum values of 150 pounds per square foot. Refer to the Adhered Duro-Fleece Roofing System Specification for substrate preparation, acceptable adhesives and system requirements.

Mechanically Fastened – DF50 may be mechanically fastened to a variety of roof deck and wall materials. An appropriate slip sheet, insulation or cover board may be required. Refer to the Roll Good Mechanically Fastened Roofing System Specification for system requirements.

Physical Properties:
DF50 has been subjected to the tests required by ASTM D4434 "*Standard Specification for Poly (Vinyl Chloride) Sheet Roofing"* and has been classified as a Type III, internally reinforced sheet with a fabric backing. The results of each test are listed below. ASTM's Overall Thickness requirements for the membrane are plus or minus 10% (nominal) of the listed Typical Value.

Physical Property	Test Method	ASTM D4434 Requirement	Result	Typical Value
Overall Thickness	ASTM D751	≥ 0.045 and ≤ 0.055 in. (≥ 45 and ≤ 55 mil)	PASS	0.050 in. (50 mil), nominal (With fleece: 68 mil)
Thickness Over Scrim	ASTM D7635	≥ 0.016 in.	PASS	0.026 in. (26 mil)
Breaking Strength[1]	ASTM D751 Grab Method	≥ 200 lbf./in.	PASS	500 x 344 lbf./in.
Elongation[1]	ASTM D751 Grab Method	≥ 15%	PASS	32% x 77%
Seam Strength	ASTM D751 Grab Method	≥ 375 lbf. (75% of Breaking Strength)	PASS	405 lbf.
Tear Strength[1]	ASTM D751 Procedure B	≥ 45 lbf.	PASS	67 x 160 lbf.
Low Temp. Bend	ASTM D2136	Must pass at -40° F	PASS	PASS
Heat Aging	ASTM D3045	Conditioned for 56 days in oven maintained at 176° F	PASS	PASS
Accelerated Weathering	ASTM G155	10,000 hours total test time. Irradiance level of 0.35 W/m^2-340nm. Cycle: 102 minutes light, 18 minutes light + H_20 spray, 63±2.5° C black panel, 30±5% RH	PASS	PASS
Dimensional Stability[1]	ASTM D1204	Conditioned for 6 hours in oven maintained at 176° F. Allowable change: ≤ 0.5%	PASS	0.10% x 0.10%
Water Absorption	ASTM D570	Immersed in water at 158° F for 168 hours. Allowable weight change: ≤ 3%	PASS	2.6%
Static Puncture	ASTM D5602	≥ 33 lbf.	PASS	≥ 33 lbf.
Dynamic Puncture	ASTM D5635	≥ 14.7 ft-lbf.	PASS	≥ 14.7 ft-lbf.

[1] Typical values are shown for both machine and cross machine directions. The machine direction results are listed first.

Additional Tests

Fungi Resistance	ASTM G21	No Sustained Growth or Discoloration
Moisture Vapor Transmission	ASTM E96, Proc. B, Method A	< 0.35 U.S. perms

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Created: 07/02/2013 Revised: 07/06/2013, 11/19/2013, 11/21/2013, 01/23/2015, 05/18/2015, 02/15/2016, 04/04/2019, 09/23/2021

DURO-LAST®

20-Year NDL Warranty

Warranty No. _____

I. TERMS and CONDITIONS

Duro-Last®, Inc., ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner of a building ("Owner") containing a **Duro-Last Roofing System** ("**Duro-Last System**") installed by a Duro-Last Authorized Dealer/Contractor ("Contractor"), subject to the terms and conditions and limitations contained herein.

Duro-Last's obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;

B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;

C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;

D. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and

E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.

II. OWNER'S RESPONSIBILITIES

The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

III. LIMITATIONS and EXCLUSIONS

A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.

B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.

C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:

1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or

2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or

3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or

4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.

D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.

E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.

F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.

G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last

OVER: CONTINUED ON BACK

SAMPLE

System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a $500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.

I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.

J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.

K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.
525 Morley Drive
Saginaw, MI 48601

_____
Signature of Duro-Last QA Tech Rep or QA Manager

_____
Name of Building

_____
Signature of Owner

_____
Address of Building

_____
Owner (printed)

_____
City, State & Zip of Building

_____
Signature of Contractor

_____
Building Designation

_____
Contractor (printed)

_____
Effective Date

_____
Square Footage

_____
Serial No.

_____
Warranty No.

SAMPLE

DURO-LAST® SCUPPERS

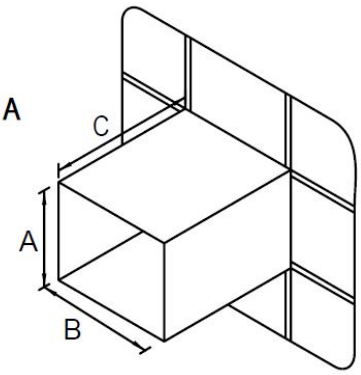
DESCRIPTION:
Duro-Last® Scuppers are designed to be used on rectangular outlets extending through walls or raised roof edges. The scuppers are made with Duro-Last specially formulated roofing membrane and in many cases incorporate Duro-Last Vinyl-Coated Metal. The combination of reinforced membrane and prefabrication ensures a long lasting, watertight flashing. They are available in white, tan, gray and dark gray colors.

Duro-Last Scuppers are prefabricated using Duro-Last Outside Corners to eliminate field welds in the critical corner areas.

Custom configurations, including incorporating the scupper with a collector box, are available upon request.

Duro-Last Scuppers are prefabricated in several styles as illustrated and described below. In each description the appropriate detail drawings are referenced for installation instructions.

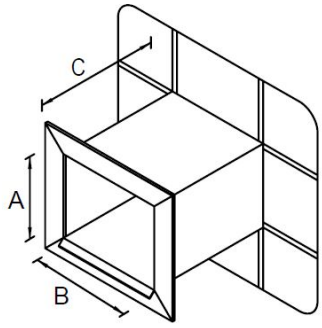
Drawing A



A. SINGLE SKIRT

- This style utilizes a single skirt of Duro-Last membrane for hot-air welding to the roof and wall membrane.
- The material extending into the outlet ("C" dimension) may be either Duro-Last membrane or Duro-Last vinyl-clad metal.
- See detail drawing 2041 when the scupper is composed entirely of Duro-Last membrane.
- See detail drawing 2060 when vinyl-clad metal extends through the outlet.

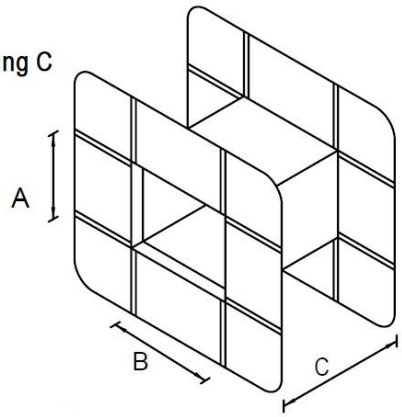
Drawing B



B. SINGLE SKIRT WITH METAL FLANGE

- This style utilizes a single skirt of Duro-Last membrane for hot-air welding to the roof and wall membrane.
- The material extending through the outlet ("C" dimension) is Duro-Last vinyl-clad metal.
- A flange is incorporated on the outside face to provide for attachment. This flange includes a drip edge and a Kynar coated metal clip is added for decorative purpose.
- See detail drawing 2060.

Drawing C



C. TWO SKIRTS

- This style utilizes two skirts of Duro-Last membrane. One skirt is hot-air welded to the roof and wall membrane. The second skirt is terminated against the outside wall.
- The material extending through the outlet ("C" dimension) may be either Duro-Last membrane or Duro-Last vinyl-clad metal.
- See detail drawing 2040 when the scupper is composed entirely of Duro-Last membrane.
- See detail drawing 2060 when vinyl-clad metal is used to extend through the outlet.

NOTE:

- Contact Duro-Last, Inc. for sizes available.

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Created: 01/01/2009 Revised: 12/31/2015

TECHNICAL DATA SHEET

POLYSET® CR-20 Disposable (HFO)

LOW PRESSURE POLYURETHANE FOAM INFORMATION

Description	(HFO) Low pressure, two-component spray polyurethane foam adhesive
SPF	Spray Polyurethane Foam
Applications	Designed to adhere to a variety of substrates and insulation board stock in both new and recover applications.
Preparation for use	Substrate must be clean, dry, firm, free of loose particles, and free of dust, grease and mold release agents. Protect surfaces not to be foamed. Read SDS, Operating Instructions, and Product Stewardship Guidelines. For additional information go to www.polysetadhesives.com
Use	Warm/Cool chemical to 70-85°F (21-29°C). Follow instructions for set-up found in the operating instructions.
PPE	 Wear protective glasses with side shields or goggles, nitrile gloves, and clothing that protects against dermal exposure. Recommend dispensing product in a well-ventilated area with certified respiratory protection; however, well ventilated exterior applications may not need respiratory protection. It is the responsibility of the employer to complete a PPE evaluation and/or exposure assessment to determine if respiratory protection is required. Read all instructions, ICP Product Stewardship Guidelines, and SDS (Section 8) prior to use of any product.
Note	FOR PROFESSIONAL USE ONLY. Always check the local building code before use. Cured low pressure polyurethane foam is non-toxic and inert.
Temperature	Please see temperature guidelines located on page 2. Lower substrate application temperatures will increase gel and tack free times. The applicator can also expect a slower rise time.
Product Storage	Store in a dry area. Optimum chemical storage temperature is 45-90°F (8-32°C). Excessive heat can cause premature aging of components resulting in a shorter shelf-life. Do not allow material to freeze.
Disposal	Refer to SDS (Section 13) for instructions. Always dispose of empty cylinders in according to applicable federal, state, provincial and local regulations.
Shelf-life	18 months
Compatibility	Cured low pressure polyurethane foam is chemically inert and non-reactive in approved applications. See compatibility chart located on page 2.
Limitations	Do not use when ambient substrate temperatures are below 30°F (-1C°). Do not use during inclement weather, on wet surfaces or on any roof deck showing signs of deterioration or loss of structural integrity. Do not use after the expiration date. Do not use on insulating board stock larger than 4 x 4 ft.

TECHNICAL DATA	STANDARD	RESULTS
Tensile Strength	ASTM D412	29 psi
Density	ASTM D1622	2.8 lbs/ft^3
Compressive Strength	ASTM D1621	11 psi
Water Absorption	ASTM D471	4.2%
Fire Rating at 1" Thickness	ASTM E84	Flame Spread Index 15 Smoke Developed 200

APPROVALS/STANDARDS/CLASSIFICATIONS

FM - Factory Mutual **FBC - Florida Product Approval**

PROPERTIES*

Open Time	1 – 10 minutes
Mixing Nozzle Working Time	30 seconds
Set-up Time	10 – 30 minutes
Cure Time	24 hours
VOC Content (EPA Method 24)	98 g/L
*Times may be affected by temperature and weather conditions	

TEMPERATURE GUIDELINES

Chemical Storage Temperature	45-90°F (8-32°C)
Outside Application Temperature/Ambient	30-100°F (-1-38°C)
Process Core Chemical Temperature	70-85°F (21-29°C)
Surface Temperature (Substrate/Deck)	30-100°F (-1-38°C)
Cured Foam	-200°F to +240°F (-129°C to +116°C)

YIELD* AND WEIGHT

Product Number	Maximum Yield Spatter Pattern	Maximum Yield 2.5" bead, 12" OC	Net Weight
P12050	30 Squares	35 Squares	44.5 lbs. (20.2 kg) A component 44.1 lbs. (20.0 kg) B component
P12051	9 Squares	11 Squares	27.7 lbs. (12.7 kg) / Kit
*Coverage rates may vary based on ambient temperature and application			

COMPATIBLE ROOF DECKS AND SUBSTRATES

Structural Concrete
Asphalt Primed Concrete
Pre-cast Concrete
Various BUR (smooth or gravel)
Steel-22 gauge or lower with approved cross section
Lightweight Structural Concrete
Cementitious Wood Fiber Planks
Insulating Concrete
Vapor Retarders (hot, cold, torch-applied)
Gypsum

COMPATIBLE ROOF INSULATIONS AND COVER BOARDS

Polyisocyanurate (flat or tapered)
Extruded or Expanded Polystyrene
High density wood fiber
Gypsum boards
Cement roof boards

NOTE: Physical properties shown are typical and are to serve only as a guide for engineering design. Results are obtained from specimens under ideal laboratory conditions and may vary upon use, temperature and ambient conditions. Right to change physical properties as a result of technical progress is reserved. Yields shown are optimum and will vary slightly depending on ambient conditions and application. This information supersedes all previously published data. The customer is responsible for deciding whether products and associated TDS information are appropriate for customer's use.

WARNING:

ICP low pressure one-component polyurethane foam sealants and adhesives (OCF), low pressure spray polyurethane foams and foam adhesives (SPF), and low pressure pour-in-place polyurethane foams (PIP) are composed of diisocyanate, hydrofluorocarbon, hydrocarbon, hydrofluoroolefin or hydrochlorofluoroolefin blowing agent, and a polyol blend. The urethane foam produced from these ingredients will support combustion and may present a fire hazard if exposed to a fire or excessive heat about 240°F (116°C). Read all instructions, ICP Product Stewardship Guidelines and SDS (Section 8) prior to use of any product. ICP polyurethane products are for professional use only.

Before using any OCF, SPF or PIP product, read the SDS and instructions carefully before use (www.polysetadhesives.com). **OCF Products:** wear protective glasses with side shields or goggles, nitrile gloves, and clothing that protects against dermal exposure. Recommend using in a well-ventilated area. Avoid breathing vapors. **SPF/PIP Products:** wear protective glasses with side shields or goggles unless using a full-face respirator, nitrile gloves, and clothing that protects against dermal exposure. Recommend dispensing product in a well-ventilated area and with certified respiratory protection or a powered air purifying respirator (PAPR); however, well ventilated exterior applications may not need respiratory protection. It is the responsibility of the employer to complete a PPE evaluation and/or exposure assessment to determine if respiratory protection is required. Personal Protective Equipment can be purchased through ICP Building Solutions Group by ordering the Polyset® Contractor Safety Kit (F65251). The Contractor Safety Kit includes nitrile gloves, contractor safety glasses, and a size Medium NIOSH-approved negative pressure half mask respirator.

Refer to each product's TDS for specifications, testing results, and other attributes. The customer is ultimately responsible for deciding whether products and associated TDS information are appropriate for customer's use. For professional use only. Building practices unrelated to materials can lead to potential mold issues. Material suppliers cannot provide assurance that mold will not develop in any specific system. Product uses a non-flammable compressed gas. Keep away from heat. Smoking and open flames, including hot work, should be prohibited in the vicinity of a foaming operation. Avoid contact with skin and eyes. May cause sensitization by inhalation and/or direct skin contact. Persons previously sensitized to Isocyanates may develop a cross-sensitization reaction to other isocyanates. Avoid prolonged or repeated breathing of vapor. Use in conformance with all local, state and federal regulations and safety requirements. Failure to strictly adhere to any recommended procedures and reasonable safety precautions shall release ICP Building Solutions Group of all liability with respect to the materials or the use thereof. For additional information and location of your nearest distributor, call ICP Building Solutions Group 330.753.4585.

ICP BUILDING SOLUTIONS GROUP | 2775 Barber Road | Norton, OH 44203
330-753-4585 | www.icpgroup.com

MADE IN USA
WITH GLOBALLY SOURCED MATERIALS

Adhered Duro-Fleece® Roofing System

SPECIFICATION

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DF2011	Clamping Ring Drain Assembly
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DF3020	Standard Termination Bar Into Gutter
DF3021	Non-Removable Gutter
DF3030	1 ¾-inch Fascia with Cover
DF3040	4-inch Fascia with Cover
DF3110	2-Piece Compression Edge
DF3120	Vinyl-Coated Metal Drip Edge
DF3500	1 ¾-inch Metal Fascia System
DF3510	4-inch Metal Fascia System
DF3560	3 to 8-inch Fascia Base
DF6000	Parapet Wall Flashing
DF6010	Parapet Wall Flashing
DF6020	Parapet Wall Flashing
DF9000	Board Attachment Pattern
DF9010	Board Attachment Pattern
DF9020	Insulation Adhesive Attachment
DF9060	Peel Stop Requirement
DF9060A	Peel Stop Installation

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SECTION 1 - - - GENERAL

INTRODUCTION

This specification outlines the requirements for installing an adhered Duro-Fleece® roofing system. Each installation must be in compliance with the detail drawings and requirements stated herein.

Note: Within this specification the product referred to as "Duro-Last® membrane" does not have a fleece backing and is used for stripping material, prefabricated flashings and in some wall applications.

REQUIREMENTS

1. The Duro-Fleece roofing system must be installed by an authorized Duro-Last contractor.
2. The Duro-Fleece membrane must be installed over a compatible and properly prepared deck/substrate.
3. Perimeter edge termination details must include sealant as shown in the detail drawings included in this specification (i.e. DF3010, DF3020, DF3021, DF3030, DF3040, DF3110, DF3120, DF3500, DF3510, DF3560). Any other type of edge termination must be approved, in writing, by the Duro-Last Engineering Services Department prior to installation.
4. Duro-Last vinyl Gravel Stop or vinyl Drip Edge cannot be used as part of an adhered Duro-Fleece roofing system.
5. For non-residential installations a Duro-Last Technical Representative must inspect the Duro-Last roofing system for compliance with this specification before a full commercial warranty can be issued. Residential installations are not inspected by Duro-Last and receive a material warranty only.
6. Duro-Last does not perform destructive testing unless something found during the inspection triggers the need for further investigation.
7. All materials used in the installation of the Duro-Last roofing system must be products of Duro-Last, Inc. or accepted products as defined and described in this specification. The use of other materials must be approved, in writing, by the Duro-Last Engineering Services Department prior to being used.
8. The Duro-Last contractor is responsible for following all applicable building, plumbing, and electrical codes.
9. For buildings 40 foot (12 m) or taller and/or located within high wind zones (greater than 110 mph [177 km/h]) or special wind regions, the Duro-Last Engineering Services Department must be involved in determining the fastening requirements. Typically, the ASCE 7 Specification will be used to determine the fastening requirements. When appropriate, specifications set forth by entities such as FM Global, SPRI or State/Local Agencies will be utilized.
10. The Peel Stop detail described in detail drawings DF9060 and DF9060A is required when the Duro-Fleece membrane is adhered to polyisocyanurate rigid board insulation. The Peel Stop detail may also be required in other instances. Refer to detail drawings DF9060 and DF9060A for requirements.

TOOLS

The authorized Duro-Last contractor should have the following tools, which are necessary for the efficient and proper installation of the Duro-Last roofing system.

• Safety Equipment (such as fall protection)	• Equipment necessary to raise materials to the rooftop
• Automatic and Hand Welders (hot-air) with a spare heating element	• Silicone hand roller
• Extension cords - cord length of 100' (30 m), #12/3 wire with ground	• Ground fault interrupter
• Variable speed power screw driver with reverse	• P-3 screwdriver tips
• Electric hammer drill with depth gauge	• R-3 square drive tips for concrete screws

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• Metal snips, hacksaw, keyhole saw, hammers, scissors, utility knives with retractable blades	• Measuring tapes (100' and 25') (30 and 7.5 m), chalk line, markers, lumber crayon
• 2" (50 mm) flat chisels, pry bar	• Vise clamps, nail aprons, caulk gun, screw drivers
• Tack claw	• Ladders
• Tarps	• Pull tester
• Core cutter	• Panduit bander
• Detergent-based cleaning fluid and rags	• Paint rollers – 3/8" nap, solvent resistant
• Push Brooms / Heavy duty squeegee	• Insulation Adhesive application equipment
• Roller – Minimum 150 lb. with foam cover	

MEMBRANE DESCRIPTION

Duro-Last Duro-Fleece (DLDF) membrane is composed of PVC film laminated to both sides of a weft insertion knitted scrim and laminated to a fleece backing. Refer to the product data sheet for the physical properties of the membrane.

APPLICABILITY

The Duro-Fleece roofing system consists of Duro-Fleece membrane, adhesives, fasteners, prefabricated corners, parapet flashings, stack flashings, curb flashings, and other related Duro-Last approved products. All materials used in the installation of the Duro-Fleece roofing system must be products of Duro-Last, Inc. or accepted products as defined and described in this specification. The use of other materials must be approved, in writing, by the Duro-Last Engineering Services Department prior to being used.

DRAINAGE / SLOPE

Duro-Last has found no adverse effects on its membrane because of a lack of positive drainage, however, good roofing practices incorporate the use of positive drainage for the safety of the structure. The installing contractor is responsible to make sure roof drainage meets local building code requirements.

WEATHER CONSIDERATIONS

Installation of the roofing system is subject to the temperature limitations of the adhesive used to adhere the Duro-Fleece membrane. If insulation and/or cover boards are being attached with adhesive or hot bitumen then the temperature limitations of these products must also be considered. Follow the manufacturer's guidelines regarding the appropriate temperature range of application. Always read the product data sheet and Material Safety Data Sheet (MSDS) for each product prior to installation.

Water-based adhesive must not be subjected to freezing temperatures, before installation, during installation or while curing. When applying water-based adhesive, the ambient temperature must be at least 50 ºF (10 ºC) and rising. Ensure that the water-based adhesive is allowed to cure for at least 72 hours during which the temperature remains above 40 ºF (4.5 ºC).

When using Duro-Fleece membrane adhesive, the ambient and substrate temperatures must be at least 40 ºF (4.5 ºC) and rising.

Only install as much insulation and/or cover board as can be covered by the end of the working day or onset of inclement weather. Never install the roof system when it is raining or snowing. Only apply adhesives to dry surfaces to ensure proper adhesion and to avoid trapping moisture.

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DELIVERY

A complete Duro-Last roofing system and related materials will be delivered to the location designated by the Duro-Last contractor in the original packaging and with shipping labels intact. Containers will be labeled with manufacturer's/supplier's name, product name, and identification. Each shipment should be checked for damages and/or shortages at the time of delivery. The freight agent must note damaged materials and/or shortages on the freight bill. Concealed damage must be reported to the freight agent immediately. Materials damaged in shipping, handling, or storage cannot be used.

HANDLING

Once the Duro-Last roofing system is delivered, the contractor and contractor's crew are responsible for all handling and installation of the roofing system. Adequate personnel and equipment should be available to safely lift and place the Duro-Last roofing system onto the rooftop. Place pallets, boxes, and membrane rolls near load-bearing members, and in a manner convenient to final placement.

STORAGE

Duro-Last materials should be kept clean and dry. Materials should be stored on pallets and covered with tarps. Care must be taken to place materials away from areas where water may pond or areas that water falls onto from higher elevations. Wet Duro-Fleece membrane must not be installed. Follow the storage guidelines stated in the product data sheet or Material Safety Data Sheet (MSDS) of each product. Keep combustible materials away from heat, sparks, and open flames. Follow precautions outlined on the containers or supplied by the material manufacturer.

CHEMICAL RESISTANCE

Duro-Last membrane is resistant to the chemicals listed below. If any other chemicals are present on a particular roof, please contact the Duro-Last Engineering Services Department.

Acrylic Paint	Linseed Oil	Copper Sulfate	Lard (Animal Fats)
Latex Paint	Masonry Cleaner	Ferric Chloride	Phosphoric Acid
Fertilizer Solution	Muriatic Acid	Fiberglass Mat	Polypropylene
Fruit Juice	Oleic Acid	Furnace Residue	Zinc Chloride
Hydrogen Peroxide	Sodium Hydroxide	Detergent Solution	Bleach

PAINT APPLICATION

The Duro-Last membrane may be painted, although the performance and maintenance of the paint is not covered by the Duro-Last system warranty. Refer to the *Chemical Resistance* section for approved paint types.

Vinyl edge and termination products must not be painted. These include vinyl Fascia Bar, vinyl Fascia Bar Cover and vinyl Termination Bar. Duro-Last, Inc. will not be held responsible for repair or replacement of these products if they have been painted. Contact the Duro-Last Quality Assurance Department with any questions.

Metal products supplied by Duro-Last may only be painted if they are made from PVC-clad metal or bonderized steel. The performance and maintenance of the paint is not covered by the Duro-Last system warranty.

VAPOR BARRIERS

Duro-Last recommends the use of vapor barriers, however it is the responsibility of the Duro-Last contractor of record to ensure that all applicable specifications, building codes, regulations and ordinances are complied with and followed. A roofing professional, such as a consultant or architect, should be utilized for correct roof system design prior to installing any roof system.

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SECTION 2 - - - QUALITY ASSURANCE

PRE-JOB INSPECTION

When recovering an existing roofing system, the authorized Duro-Last contractor is responsible to conduct an inspection of the proposed job site roof conditions to determine the fastener type and length, evaluate the moisture content of the existing roofing system, and to note damaged areas to be repaired prior to installation of the Duro-Last roofing system.

CORE CUTS

1. The Duro-Last contractor is responsible for performing a series of core cuts to determine and verify the above information. The Duro-Last contractor and/or building owner is responsible for the repair of all core cuts.
2. Duro-Last, Inc. does not approve the practice of covering existing roof systems that contain excess water. Excess water is defined as water observed within a core cut or moisture squeezed from the core sample taken.
3. Duro-Last's post-installation warranty inspection does not check the moisture content of the substrate.

PULLOUT TESTS

1. Fastener pullout tests must be conducted on the roof deck with approved fasteners to verify the integrity of the deck and to establish fastening patterns for mechanically attached insulation and cover boards as well as the fastener spacing around roof penetrations.
2. It is the responsibility of the Duro-Last contractor to make sure that pullout tests are performed. The tests can be performed by either the fastener manufacturer or the authorized Duro-Last contractor. The sections of decking where integrity is in question should be the locations for the tests. The pullout tests must be documented on a roof drawing showing the location and pullout value of each test. In situations where new construction prevents on-site pullout tests, a pre-assembled deck representing the proposed deck type should be constructed and tested.
3. The number of pullout tests required will be as follows: perform a minimum of 10 tests for up to 50,000 ft^2 (4,645 m^2) and five additional pull tests for each additional 50,000 ft^2 or portion thereof, on each project. Areas of low pullout results will require additional pullout tests.
4. It is the responsibility of the Duro-Last contractor to verify pullout values prior to installation.

ADHESION TESTS

1. Adhesion tests must be performed when attaching insulation or cover boards to an existing roof system. Install a 2 foot by 2 foot section of board to a representative area of the roof. Apply 2 beads of adhesive 12 inches apart and 6 inches from the edge. After the adhesive cures, attempt to pop the board off of the surface using a flat shovel or spud bar. If the board breaks apart while the contact between the adhesive and the roof remains intact, the test is a success. If the adhesive separates from the roof, the test is unsuccessful and an alternative method of attachment must be found.

MECHANICAL FASTENER SELECTION AND DECK TYPES

The fasteners used to attach insulation, cover board and Duro-Last membrane must be supplied by Duro-Last, Inc. The following tables summarize the appropriate fasteners to use for different deck types and system components. If a fastener type is needed that is not listed below, the Duro-Last Engineering Services Department must approve its use, in writing, prior to installation.

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Mechanical Fastener Selection Based on Deck Type

Refer to this table when determining which fastener type to use for a specific deck type.

Deck Type	Fastener Type	Notes
Steel	Duro-Last HD Screws Duro-Last XHD Screws	Must penetrate a minimum of 1-inch (25 mm) from the top surface of deck.
Wood	Duro-Last HD Screws Duro-Last XHD Screws	Must penetrate a minimum of 1-inch (25 mm) from the top surface of deck.
Structural Concrete	Duro-Last Concrete Nail Duro-Last Concrete Screw Duro-Last HD Screws Duro-Last XHD Screws	Must penetrate a minimum of 1-inch (25 mm) from the top surface of deck. Pre-drill a minimum of 1/2-inch (12.7 mm) deeper than the required depth of the fasteners using a 3/16-inch (5 mm) bit.
Gypsum	Auger Fastener* Liquid Auger Fastener**	Pre-drill required for auger fasteners. Use a 7/16–9/16-inch (11 – 14mm) bit.
		* Must penetrate a minimum of 1-1/2-inch (38 mm) from the top surface of deck. * Factory Mutual designed systems require minimum of 2-inch (50 mm) penetration.
		** Liquid Augers must penetrate a minimum of 2-inches (50 mm) from the top surface of the deck.
Cementitious Wood Fiber (Tectum)	Auger Fastener* Liquid Auger Fastener**	***Do not pre-drill.***
		* Must penetrate a minimum of 1 1/2-inch (38 mm) from the top surface of deck. * Factory Mutual designed systems require minimum of 2-inch (50 mm) penetration.
		** Liquid Auger must penetrate a minimum of 2-inches (50 mm) beyond the top surface of the deck.
Lightweight Concrete	Auger Fastener* Liquid Auger Fastener** Duro-Last Concrete Screw Duro-Last Concrete Nail Duro-Last HD Screws Duro-Last XHD Screws	Pre-drill required. Augers: Use a 7/16–9/16-inch (11 – 14 mm) bit. Others: Use a 3/16-inch (5 mm) bit.
		* Must penetrate a minimum of 1-1/2-inch (38 mm) from the top surface of deck. * Factory Mutual designed systems require minimum of 2-inch (50 mm) penetration.
		** Liquid Auger must penetrate a minimum of 2-inches (50 mm) from the top surface of the deck.
Walls and Curbs		Notes
Cinder and Concrete Block	Zinc Plated Metal Anchors Duro-Last Concrete Screw Duro-Last Concrete Nail Duro-Last HD Screws Duro-Last XHD Screws	Must penetrate a minimum of 1-inch (25 mm) from the top surface. Pre-drill a minimum of 1/2-inch (12.7 mm) deeper than the required depth of the fasteners using a 3/16-inch (5 mm) bit (1/2-inch (12.7 mm) for metal anchors).

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Plate Selection
Refer to this table when determining which plates to use and where to use them.

	2-inch (50 mm) Poly-Plate	2.4-inch (61 mm) Cleat Metal Plate	3-inch (76 mm) Square Metal Plate	Insulation Plate
Membrane Fastening				
Peel Stop*	No	Yes	Yes	No
Parapet Flashings	Yes**	Yes	Yes	No
Base of Walls/Penetrations	Yes**	Yes	Yes	No
Insulation Boards	Yes**	Yes	Yes – Preferred	Yes
Cover Boards	Yes**	Yes	Yes - Preferred	No

* Refer to detail drawing DF9060 for peel stop requirements.
** Poly-plates are not recommended since they have a higher profile than the other plate options and will form a visible bulge under the membrane.

DECK / SUBSTRATE CRITERIA

Duro-Fleece membrane may be adhered directly to some roof decks while insulation or cover boards must be used on others to provide a proper substrate to adhere the membrane to. In all cases, the surface being adhered to must be clean, smooth, dry, free of sharp edges, dust, contaminants, oil, grease, and loose foreign material. Acceptable substrates are listed below. Refer to Substrate Preparation in Section 3 for the proper preparation and the installation requirements for each type of substrate.

Roof Decks Which May Be Adhered Directly To

1. Structural Concrete (poured in place or precast)
2. Gypsum (poured in place or precast)
3. Lightweight Concrete (insulating or cellular)
4. Wood (plywood, OSB or lumber)
5. Existing smooth Built-Up Roofs (BUR)
6. Existing smooth Modified Bitumen Roofs

Roof Decks Requiring Insulation or Cover Board

1. All decks that are structurally sound but damaged or contaminated to the extent of not providing a proper surface for adhesion as described above.
2. Steel Decks

APPROVED INSULATION AND COVER BOARDS

The following products may be used as the substrate onto which Duro-Fleece membrane is adhered. These products can be attached to the roof deck using mechanical fasteners, approved insulation adhesives or hot bitumen. The use of any other insulation or cover board as the substrate must be approved, in writing, by the Duro-Last Engineering Services Department prior to installation.

Polyisocyanurate Rigid Board Insulation

1. Use polyisocyanurate boards that meet ASTM C1289 Class II, Grade 2 (20 psi) or Grade 3 (25 psi) requirements.
2. Maximum insulation board size is 4 ft x 8 ft when mechanically attached and 4 ft x 4 ft when attached with insulation adhesive or hot bitumen.
3. When attaching the insulation with insulation adhesive, follow the instructions on the Duro-Last product data sheet for the adhesive. Insulation adhesive must be supplied by Duro-Last, Inc.
4. When attaching the insulation with hot bitumen, follow the insulation board manufacturer's guidelines for deck preparation and bitumen application.

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5. When installing directly over a steel deck, the insulation board must have an adequate span rating, as published by the manufacturer, for the profile of the steel deck.
6. When installing rigid board insulation as part of a metal roof retrofit, insulation boards will be needed to fill the area between the metal ribs and provide support for the overlying board.

Cover Boards

1. Approved Cover Boards
    a. DensDeck Prime® Roof Board, manufactured by Georgia-Pacific.
        - Preferred due to prime surface requiring less adhesive than unprimed surface.
    b. DensDeck® Roof Board, manufactured by Georgia-Pacific.
    c. SECUROCK® Gypsum-Fiber Roof Board, manufactured by USG Corporation.
2. Cover board must be a minimum of 1/4-inch (6.4 mm) thick.
3. Maximum cover board size is 4 ft x 8 ft when mechanically attached or attached with either insulation adhesive or hot bitumen.
4. When installing directly over a steel deck, the cover board must have an adequate span rating, as published by the manufacturer, for the profile of the steel deck.
5. When installing cover board as part of a metal roof retrofit, insulation boards will be needed to fill the area between the metal ribs and provide support for the overlying board.

When multiple layers of insulation are used, with or without a cover board, it is acceptable to mechanically attach through all layers into the roof deck. It is also acceptable to attach successive layers with insulation adhesive or hot bitumen. A combination of mechanical attachment and insulation adhesive or hot bitumen is also acceptable, such as mechanically fastening the base layer of insulation and then attaching the remaining layers with insulation adhesive or hot bitumen. Refer to the product data sheet of the insulation board, insulation adhesive or bitumen used for product compatibility information and installation guidelines.

APPROVED INSULATION ADHESIVES

The following insulation adhesives may be used within an adhered Duro-Fleece membrane system. Refer to the product data sheet of the insulation adhesive being used for application guidelines, requirements and limitations. The Material Safety Data Sheet (MSDS) for the product must also be read prior to use. The insulation adhesive must be supplied by Duro-Last, Inc. in order to qualify for the system warranty. The use of any other insulation adhesive must be approved, in writing, by the Duro-Last Engineering Services Department prior to installation.

1. Approved Insulation Adhesives
    a. Insta-Stik™ manufactured by The DOW Chemical Company and supplied by Duro-Last, Inc.
    b. Olybond products listed below, manufactured by OMG, Inc. and supplied by Duro-Last, Inc.
        - OlyBond500® and OlyBond500® SpotShot
        - OlyBond500® Green and OlyBond500® Green SpotShot
    c. Millenium Weather-Tite® Products listed below, manufactured by Millenium Adhesive Products, Inc. and supplied by Duro-Last, Inc.
        - One Step™ Foamable Adhesive
        - Hurricane Force® PG-1 Pump Grade Insulation Adhesive

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APPROVED DURO-FLEECE MEMBRANE ADHESIVES

The following membrane adhesives may be used to adhere Duro-Fleece membrane to an approved substrate. Refer to the product data sheet of the membrane adhesive being used for application guidelines, requirements and limitations. The Material Safety Data Sheet (MSDS) for the product must also be read prior to use. The membrane adhesive must be supplied by Duro-Last, Inc. in order to qualify for the system warranty. The use of any other membrane adhesive must be approved, in writing, by the Duro-Last Engineering Services Department prior to installation.

1. Approved Duro-Fleece Membrane Adhesives
    a. Duro-Fleece Membrane Adhesive
    b. Duro-Last WB II Adhesive

SECTION 3 - - - IMPLEMENTATION

SUBSTRATE PREPARATION

Duro-Fleece membrane may be adhered directly to approved roof decks while insulation or cover boards must be used on others to provide a proper substrate. In all cases, the surface being adhered to must be properly prepared as outlined in this section.

In all cases the substrate onto which the Duro-Fleece membrane is to be adhered must be smooth and level without significant surface irregularities or depressions. It must be clean, dry and free of grease, moisture, dust and loose debris.

The Duro-Last contractor is responsible for providing a properly prepared surface for the installation of the Duro-Fleece membrane and any insulation and/or cover board used.

The Duro-Last contractor is also responsible for ensuring that the roofing system is watertight at the end of the work day or the onset of inclement weather.

New Construction

1. Structural Concrete Decks (Poured in place or pre-cast)
    a. Deck must be cured and dry prior to the installation of the roof system.
    b. Difference in height between adjacent concrete units that are greater than ¼-inch must be tapered with grout to provide a smooth transition.
    c. If insulation or cover board is to be attached to concrete with hot bitumen, prime the deck with the appropriate primer per the insulation or cover board manufacturer's guidelines. Allow the primer to dry prior to installing the roof system.
2. Lightweight Concrete (Insulating or cellular)
    a. Lightweight concrete deck must have a minimum density of 38 pcf and a minimum compressive strength of 200 psi.
    b. Deck must be cured and dry prior to the installation of the roof system. Do not leave the deck exposed beyond the maximum exposure time as defined by the lightweight concrete manufacturer.
    c. Do not allow the deck to be exposed to precipitation.
3. Gypsum (Poured in place or pre-cast)
    a. Deck must be cured and dry prior to the installation of the roof system.
4. Wood (Plywood, OSB or Lumber)
    a. Deck surface must be smooth, free of splintered wood and level without significant surface irregularities or depressions. Cracks or knotholes larger than ¼-inch must be repaired.

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b. Carefully examine deck for loose or high fasteners. These must be repaired or replaced so that they are flush with the surface of the wood.

5. Cementitious Wood Fiber

   a. Rigid board insulation and/or a cover board must be used to provide a proper substrate on which to adhere the Duro-Fleece membrane. Refer to Approved Insulation and Cover Boards in Section 2 for acceptable products.

6. Steel

   a. Rigid board insulation and/or a cover board must be used to provide a proper substrate on which to adhere the Duro-Fleece membrane. Refer to Approved Insulation and Cover Boards in Section 2 for acceptable products.

   b. The insulation or cover board must have an adequate span rating, as published by the manufacturer, for the profile of the steel deck.

REROOF

Tear-Off

1. If Duro-Fleece membrane is to be adhered to a roof surface after the removal of an existing roof system, the requirements listed under New Construction, must be met.
2. If the roof deck cannot be adequately prepared for the direct adhesion of the Duro-Fleece membrane, a rigid insulation board or cover board must be used. Refer to Approved Insulation and Cover Boards in Section 2 for acceptable products.
3. If only a partial tear-off is being done, rigid board insulation and/or a cover board must be installed and mechanically attached through the remaining roof system components and into the roof deck.
4. Phenolic foam insulation must be completely removed.

Re-Cover

1. Existing Built-Up Roof (BUR) or Modified Bitumen Roof

   1. Only smooth surfaced roofs can be adhered to directly with Duro-Fleece membrane.
   2. The contractor shall be responsible to ensure that the existing roof material has adequate attachment to the roof deck.
   3. Adhesion tests must be performed when attaching Duro-Fleece membrane to an existing roof system. Install a 2 foot by 2 foot section of membrane to a representative area of the roof. Apply 2 beads of adhesive 12 inches apart and 6 inches from the edge. After the adhesive cures, grab the membrane at one corner and attempt to pull it off. If the adhesive separates from the roof, the test is unsuccessful and an alternative method of attachment must be found.
   4. Blisters, buckles and other surface irregularities must be repaired or removed. If the damage is extensive, rigid board insulation or a cover board must be installed.
   5. Areas with wet insulation and/or cover boards must be removed and replaced with products of similar thickness and R-Value.

INSTALLATION

WOOD NAILER

Wood nailers must be a #2 grade lumber, or better and must be fastened to the deck, wall or existing secured nailer in such a manner that they resist 180 lb. of force per linear foot (2,643 N/M) of nailer in any direction. Fasteners used to attach wood nailers must be spaced no greater than 18-inches (455 mm) apart. Wood nailers are required in any situation where 1-inch (25 mm) or greater of insulation is added to the roof perimeter edge. The top of the nailers must be flush with the top of the insulation. Wood nailers are not required at a change of plane such as the intersection between a parapet wall and the decking.

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INSULATION AND COVER BOARD INSTALLATION

1. Refer to Approved Insulation and Cover Boards in Section 2 for approved products.
2. No more insulation or cover board should be installed than can be covered with membrane and completed before the end of the day's work or the onset of inclement weather.
3. Insulation must be neatly fitted to the roof deck and around penetrations. Insulation boards should be installed tightly against adjacent insulation boards and all joints staggered 50% from row to row. No gap should exceed 1/4-inch (6.4 mm) in width.
4. Cover boards must be neatly fitted to the roof deck and around penetrations. Cover boards may require a small gap between boards. Consult the product data sheet for the cover board for the gapping requirements. No gap should exceed 1/4-inch (6.4 mm) in width.
5. Attachment of Insulation and Cover Boards Using Mechanical Fasteners
    a. Only fasteners and plates supplied by Duro-Last may be used to attach insulation and cover boards. Refer to Section 2 for approved fasteners and plates. The use of other fasteners must be approved, in writing, by the Duro-Last Engineering Services Department prior to being used.
    b. Fastener pullout tests must be done as described in Section 2.
    c. The minimum average pullout resistance is 250 lb. If the average pullout resistance is less than 250 lb. contact the Duro-Last Engineering Services Department for assistance in determining the fastening pattern to use.
    d. For buildings 40 feet (12 m) or taller and/or located within high wind zones (greater than 110 mph [177 km/h]) or special wind regions, contact the Duro-Last Engineering Services Department for assistance in determining fastening pattern to use.
    e. For buildings less than 40 feet (12 m) tall when fastener pullout resistance is 250 lb. or greater use the following fastening pattern.
        - Field Area: Attach boards with a minimum of 1 fastener per every 3.2 square feet. Use the fastening pattern shown in detail drawing DF9000.
        - Perimeter Area: Attach boards with a minimum of 1 fastener per every 2 square feet. Use the fastening pattern shown in detail drawing DF9010.
            - The width of the perimeter area is defined as whichever is less: 40% of the building eave height or 10% of the lesser roof plan dimension, but in no case less than 4 feet. The remainder of the roof is the field area.

6. Attachment of Insulation and Cover Boards Using Insulation Adhesive
    a. Refer to Approved Insulation and Cover Boards in Section 2 for acceptable products.
    b. Refer to Approved Insulation Adhesives in Section 2 for acceptable products.
    c. For buildings 40 feet (12 m) or taller and/or located within high wind zones (greater than 110 mph [177 km/h]) or special wind regions, contact the Duro-Last Engineering Services Department for assistance in determining the fastening pattern to use.
    d. For buildings less than 40 feet (12 m) tall use the following fastening pattern.
        - Field Area: Space beads of insulation adhesive a maximum of 12 inches on center.
        - Perimeter Area: Space beads of insulation adhesive a maximum of 6 inches on center.
            - The width of the perimeter area is defined as whichever is less: 40% of the building eave height or 10% of the lesser roof plan dimension, but in no case less than 4 feet. The remainder of the roof is the field area.

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7. Attachment of Rigid Board Insulation Using Hot Bitumen
    a. Only polyisocyanurate rigid board insulation may be adhered with hot bitumen. Consult the product data sheet of the insulation being used for requirements regarding attachment with hot bitumen.
    b. Installation must be in accordance with the bitumen manufacturer's instruction and the NRCA and ARMA recommendations.
    c. The insulation must rest evenly on the approved deck/substrate so that there are no air spaces between the board and the deck/substrate.
    d. Maximum insulation board size is 4 feet x 4 feet.
    e. Insulation boards cannot be attached directly to steel decks with hot bitumen.

MEMBRANE INSTALLATION

1. Duro-Fleece Adhesive
    a. The Duro-Fleece adhesive will be installed in bands that are spaced either 6 or 12 inches apart. Refer to the Duro-Fleece adhesive product data sheet for the proper band spacing and the application guidelines.
    b. Position and unroll successive sheets of membrane. Allow sheets to relax and pull out any wrinkles.
    c. Align the sheets so that the selvage edge of one sheet overlaps the non-selvage edge of the next sheet by 3 inches.
    d. Fold two adjacent sheets in half, lengthwise, to expose the substrate between the sheets.
    e. Apply Duro-Fleece adhesive to the exposed substrate using the proper spacing between bands of adhesive.
    f. Adhere the membrane sheet that does not have a selvage edge first since this is the sheet that will be on the bottom side of the seam joining the two sheets.
    g. After the adhesive turns a caramel color push the membrane into it slowly and evenly to avoid introducing wrinkles and creating air pockets. Use a push broom or squeegee to help push the sheet out evenly and into the adhesive.
    h. Repeat procedure above for the sheet with the selvage edge taking care to keep both the selvage edge and top of the underlying sheet free of adhesive.
    i. Use a push broom or squeegee to smooth the membrane and then roll the top of membrane with a heavy duty roller weighing at least 150 pounds. The roller should have a foam cover.
    j. Hot-air weld the selvage edge to the underlying sheet.
    k. Repeat the procedures above for the remaining membrane sheets.
    l. Roll ends must be butted together, not overlapped. Utilize a strip of Duro-Last membrane at least 6 inches wide to cover the joint between sheets. Hot-air weld the strip onto both sheets. The Duro-Last membrane used for stripping must be the same mil thickness as the Duro-Fleece membrane.
2. Duro-Last WB II Adhesive
    a. Position and unroll successive sheets of membrane. Allow sheets to relax and pull out any wrinkles.
    b. Align the sheets so that the selvage edge of one sheet overlaps the non-selvage edge of the next sheet by 3 inches.
    c. Fold two adjacent sheets in half, lengthwise, to expose the substrate between the sheets.
    d. Apply Duro-Last WB II adhesive to the exposed substrate. Refer to the Duro-Last WB II product data sheet for application rates and installation guidelines.
    e. Roll the membrane into the adhesive IMMEDIATELY after it is applied. Do not wait for the adhesive to dry. Duro-Fleece membrane must be rolled into wet adhesive.

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f. Adhere the membrane sheet that does not have a selvage edge first since this sheet will be on the bottom side of the seam joining the two sheets.

g. Push the membrane into the adhesive slowly and evenly to avoid introducing wrinkles and creating air pockets. Use push brooms and squeegees to help push the sheet out evenly and into the adhesive.

h. Repeat the procedure above for the sheet with the selvage edge taking care to keep both the selvage edge and the top of non-selvage edge of the underlying sheet free of adhesive.

i. Use push brooms and squeegees to smooth the membrane sheets and then roll them with a heavy duty roller weighing at least 150 pounds. The roller should have a foam cover.

j. Hot-air weld the selvage edge to the underlying sheet.

k. Repeat the procedures above for the remaining membrane sheets.

l. Roll ends must be butted together, not overlapped. Utilize a strip of Duro-Last membrane at least 6 inches wide to cover the joint between sheets. Hot-air weld the strip onto both sheets. The Duro-Last membrane used for stripping must be the same mil thickness as the Duro-Fleece membrane.

HOT-AIR WELDING

1. Hot-air welds may be completed using either automatic or hand-held hot-air welders. The weld must be continuous and at least 1-1/2 inches (38 mm) wide.
2. After a weld cools, it must be inspected with a tack claw or similar tool (cotter key extractor), and all deficiencies repaired prior to inspection by Duro-Last, Inc.

WALLS AND PENETRATIONS

Both Duro-Last membrane and Duro-Fleece membrane may be adhered or mechanically fastened onto walls. Surface preparation requirements on walls are the same as described in Substrate Preparation above.

When the roof system will be terminated against a wall refer to detail drawing DF6020.

1. Walls Mechanically Attached
   a. When mechanically attaching Duro-Last membrane or Duro-Fleece membrane to a perimeter wall a termination bar must be used at the roof-to-wall transition to secure the Duro-Fleece membrane that is adhered to the roof deck. Refer to detail drawing DF6000 for options regarding installation of the termination bar. The Duro-Last membrane on the wall may be installed as shown in detail drawings 6010 through 6160 of the Duro-Last Specification Manual© as long as termination bar is installed at the base of the wall instead of plates.
   b. When termination bar is installed at the base of the wall, as shown in detail DF6000, any Duro-Last edge detail, including vinyl Drip Edge and Gravel Stop, may be used as shown in detail drawing 6150 of the Duro-Last Specification Manual.
   c. Termination bar is only required at the base of perimeter walls. Duro-Last membrane installation at roof-to-wall transitions around structures such as stairwells or along the base of walls extending up to higher levels may be installed as shown in detail drawings 6010 through 6160 of the Duro-Last Specification Manual.

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2. Walls Adhered - Duro-Fleece Membrane
   a. Duro-Fleece membrane may only be adhered to walls with Duro-Fleece adhesive.
   b. Apply the Duro-Fleece adhesive to the fleece side of the membrane using a band spacing of 6 inches on center.
   c. Allow the adhesive to turn to a caramel color and then apply the membrane to the wall.
   d. Use a push broom or squeegee to push the membrane into the adhesive.
   e. If extending up a wall more than 5 feet, rows of mechanical fasteners must be installed at each 5 foot increment.
   f. Refer to detail drawing DF6010 for options on securing the membrane at the roof-to-wall transition.
   g. When installing walls, it is recommended to work with smaller pieces for easier handling. The installer may wish to install the membrane on the walls prior to installing on the roof deck. This will avoid potential problems with keeping the new membrane on the roof deck clean while working on the walls.

3. Walls Adhered - Duro-Last Membrane
   a. When installing Duro-Last membrane, which does not have a fleece backing, use either Duro-Last SB IV or Duro-Last WB II adhesives. Do not use Duro-Fleece adhesive.
   b. Adhesive must be applied to both the substrate and to the membrane. See the product data sheet of the adhesive being used for coverage rates and application guidelines.
   c. For porous substrates, such as concrete block, apply an initial light coating of adhesive as a seal coat. Allow the seal coat to dry thoroughly prior to adhesive application as described above.
   d. Allow adhesive to dry to "finger tack" and then place membrane onto the substrate.
   e. Apply pressure with push brooms or squeegees to complete the bond.
   f. If extending up a wall more than 5 feet, rows of mechanical fasteners must be installed at each 5 foot increment.
   g. Refer to detail drawing DF6010 for options on securing the membrane at the roof-to-wall transition.
   h. It is recommended that wall sheets be kept small for easier handling. The installer may wish to install the membrane on the walls prior to installing on the roof deck. This will avoid potential problems with keeping the new membrane on the roof deck clean while working on the walls.

4. Roof Penetrations
   a. A minimum of one mechanical fastener is required at all roof penetrations. These include, but are not limited to, pipes, drains, curbs, pitch pans, and expansion joints.
   b. The pullout resistance of the fasteners determines the fastener spacing of the transition points and large penetrations. To determine the spacing, refer to the pullout chart in the “Mechanically Fastened Systems” specification within the Duro-Last Specification Manual.

FLASHINGS

1. The Duro-Last membrane must not contact surfaces which maintain or exceed temperatures of 120 °F including insulated chimney pipes, exhaust pipes, and combustible fuel pipes.
2. All flashings must be terminated at a minimum of 8-inches (203 mm) above the roof surface.

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TWO WAY AIR VENTS

The Duro-Last 2-way air vents are not required as part of an adhered application. Duro-Last reserves the right to incorporate their use if needed.

ROOF DRAINS AND SCUPPERS

1. Drain Assemblies with Clamping Rings
   a. All existing roofing materials must be removed from drain bowl and clamping ring.
   b. Duro-Fleece membrane is not allowed to be installed into the clamping ring. A target patch of Duro-Last membrane must be used.
      - Target patch must extend beyond drain sump so that no hot-air welding is done within the sump. If no sump is present the target patch must extend beyond the drain assembly a minimum of 12 inches in all directions.
      - Target patch must be the same mil thickness as the Duro-Fleece membrane.
      - Refer to detail drawing DF2011.
   c. Use Duro-Caulk® Plus (1/2 tube minimum) between the Duro-Last membrane and drain bowl assembly as shown in detail 2011 of the Duro-Last Specification Manual.
   d. After the Duro-Last membrane is properly installed onto the bowl and the clamping ring set in place, all bolts securing the ring must be installed to provide constant, even compression on the sealant. If bolts are broken or missing, replacements must be installed.

2. Duro-Last Drain Boots
   a. If a Duro-Last drain boot is to be used, apply one-half (1/2) tube of sealant minimum to the outside of the drain boot and insert it into the drain.
   b. Install composite compression drain rings.
3. See Details 2011, 2020, 2021, 2025, 2030, 2041, 2050, 2060, 2061, 2070 and 2071 of the Duro-Last Specification Manual for installation references.

EXPANSION JOINTS

1. See Details 1140, 1150, 1160, 1170 and 6160 for installation references.

PITCH PAN

1. Use pitch pans only when standard Duro-Last flashings cannot be used.
2. Only Duro-Last Duro-Caulk Plus or approved sealer such as CSL may be used when creating a pitch pan.
3. See Details 4030, 4040 and 4045 for installation references.

WALKWAY PAD

1. Duro-Last Roof Trak® III Walkway Pad is recommended at all roof access points, service units and high traffic areas. The risk of potential third party damage to the Duro-Last roofing system may increase should the building owner choose not to utilize the Duro-Last Roof Trak III Walkway Pad. Note: Prior to inspection of the installation by Duro-Last, attach only one side of any Walkway Pads that will be covering any field seams. This will allow the Duro-Last Technical Representative to inspect the entire field seam. After the inspection, hot-air weld the remaining side to complete the attachment of the pad.

"Duro-Last", "The World's Best Roof", Duro-Fleece and Duro-Caulk are registered marks owned by Duro-Last, Inc.

CAUTIONS AND WARNINGS

1. Duro-Last, Inc. is not responsible for damage that may occur as a result of moisture created from condensation occurring within or beneath a roof deck subassembly or building.
2. Duro-Last recommends the use of vapor barriers, however it is the responsibility of the Duro-Last contractor of record to ensure that all applicable specifications, building codes, regulations and ordinances are complied with and followed. A roofing professional, such as a consultant or architect, should be utilized for correct roof system design prior to installing any roof system.
3. Refer to the Material Safety Data Sheet (MSDS) prior to using any adhesive for information regarding the safe use of the product. It may be necessary to shut down air intake systems and block the intake vents to prevent fumes from entering the building.
4. Asphalt-based products are incompatible with the Duro-Last roofing membrane. Should the Duro-Last membrane become soiled with roofing asphalt, the affected membrane must be cleaned immediately, using approved cleaners and procedures. If the asphalt cannot be properly cleaned from the membrane, the affected membrane must be removed and new membrane installed. **Note: Extreme caution must be taken not to contaminate the roof area with loose asphalt.**
5. The Duro-Last membrane must not be in contact with substrates that maintain or exceed temperatures of 120 °F, including insulated chimney pipes and combustible fuel pipes. Refer to the appropriate detail drawings for information regarding the proper termination.
6. Duro-Last, Inc. does not approve the practice of roofing over existing roofing systems that contain excess water. This is water observed by taking core cuts, seeing standing water in the core or having water flowing into the cut, or squeezing the core sample and getting water droplets.
7. Phenolic foam is not an approved insulation in new construction or re-roofing applications. The Duro-Last roofing system may not, under any circumstance, be installed over phenolic foam.
8. Perlite and wood/mineral fiber-boards are not acceptable substrates for the Duro-Last membrane.
9. If asbestos is encountered, the building owner must be notified at once. The owner is solely responsible for determining the proper course of action.
10. A Duro-Last roof shall not be installed over areas of roofs if one or more of the following conditions exist:
    a. The building structure is not sufficient to handle the load of the completed system.
    b. It is not possible to find an approved fastener that will properly hold in the substrate.
    c. Roofs are subject to hot embers, slag, or burning debris.
    d. Incompatible chemicals exhausted directly onto the roof or may come in contact with the roof in liquid form. (See “Chemical Resistance”, page 4)
    e. Steam is exhausted directly onto the roof that is in excess of 120º F (49º C).

“Duro-Last”, “The World’s Best Roof”, Duro-Fleece and Duro-Caulk are registered marks owned by Duro-Last, Inc.

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

Contract No. 22000801

THIS CONTRACT, effective the 17th day of November, 2021 by and between the City of Midland, hereinafter referred to as "CITY", and Paragon Roofing, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 272,350.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for purchase and installation of a new 50mil PVC system roof at Police Department building 601 North Loraine Street, Midland, Texas in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications and Proposal
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 Regina Stephenson or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR**

PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND**

ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 90 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

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

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third party beneficiary or other rights hereunder.

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

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

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

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

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

26. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

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

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

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

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

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

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Paragon Roofing, 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 _____

PARAGON ROOFING INC.

"Pattern of Excellence" since 1989

October 26th, 2021

City of Midland
Police Department
601 N. Loraine St.
Midland, Texas 76701

THE INTERLOCAL PURCHASING SYSTEM

ROOFING PROPOSAL – 50 MIL DuroLast Fleece System – 20yr NDL

We are pleased to submit this proposal for installation of the new 50mil PVC system at the Police Department building through TIPS contract with Paragon's TIPS contract number 200201. This proposal includes both labor and materials for 18,741 square feet with 1,250 square feet of parapet wall flashing. We have excluded TPO roof area. This proposal is for all built-up roof areas covered in pea gravel

WORK INCLUDES

1. Clean existing roof, remove all abandoned antennas, trash and unused equipment
2. Vacuum up all pea gravel using vacuum truck with chutes (note: this is 2-3 day process that will be loud)
3. Mechanically fasten primed ¼" densdeck or secure rock board over exiting built-up roof area after gravel is removed
4. Fully adhered 50mil fleece back PVC membrane which includes 20 year No Dollar Limited manufacturer and workmanship warranty
5. Pricing includes mechanical contractor to disconnect and reconnect duct work that is too low to the roof
6. Remove and replace large bubble style skylight
7. Pre-manufactured PVC pipe boots, corners and flashings as provided by roofing manufacturer to meet standards for 20 year NDL warranty.
8. Install new expansion joint per DuroLast details

COMMERCIAL
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1601 N. Walton Walker Blvd.
Dallas, TX 75211
o. 214.630.6377 | f. 214.630.6677

paragonroofinginc.com

9. Coping cap will be kept in place and new termination bar will be installed and sheet metal fabricated slip flashing at existing coping cap

10. Install new shop fabricated scupper out of TPO coated metal

11. All work to be completed in accordance with OSHA certifications

12. Full time, non-working, project manager onsite

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.

2. Includes TIPS fee & P&P Bond

3. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project. Only one mobilizations is included to complete the entire scope of work

4. Once work commences, Contractor shall proceed diligently to final completion.

5. Payment Schedule shall be as follows with all invoices due upon receipt:

   A. Payment is to be made as follows: Total due upon completion but one billing may be made after 30 days of progress for work completed less 10%

6. Price is good for delivery of materials for 45 days from the date of this proposal.

***NOTE:**

1. Wet ISO will be replaced per inch of thickness at the cost of **$1.20 per square foot**
2. Deteriorated/damaged metal decking shall be replaced at the cost of **$7.00 per square foot**

City of Midland
October 26th, 2021
Page Three

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

	$ 272,350.00
Tax 8.25%	$ N/A
Total:	**$ 272,350.00**

ACCEPTANCE

If accepted the district will need to simply issue a Purchase Order to Paragon Roofing, Inc. by email Quentan@paragonroofinginc.com using the districts normal procedure. Be sure to include "TIPS PURCHASE" somewhere on the purchase order AND e-mail a copy to TIPSPO@TIPS-USA.com.

Should you have any questions or concerns please contact our office at the number listed above or the TIPS Hotline at 866-839-8477.

ACCEPTED:

Company: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

Mr. Quentan Tobolka
VP of Steep Slope & Multi Family Sales
m. 214.336.0316

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paragonroofinginc.com

DURO-FLEECE® 50-MIL MEMBRANE

Advantages:
Duro-Last® Duro-Fleece® 50-Mil (DF50) is an excellent choice for projects requiring a long lasting, energy efficient roofing membrane. The combination of fleece and the proven performance of Duro-Last roofing membrane results in an ideal product for use in adhered and mechanically fastened applications over a wide variety of roof substrates. A complete line of custom-fabricated accessories is available for use with DF50.

Description:
In addition to the fleece, DF50 incorporates a weft-inserted, knitted scrim within PVC films to provide exceptional strength and waterproofing.

Duro-Fleece membranes must not be used with Duro-Last EV membranes.

PVC Film – Proprietary thermoplastic PVC formulation of resins, plasticizers, stabilizers, biocides, flame retardants, and U.V. absorbents.

- PVC film above weft-inserted scrim – 26 mil, nominal

Weft-Inserted Scrim – An 18 x 9 polyester fabric construction with weft insertion, composed of 840 x 1000 denier threads, provides superior tear and puncture resistance. The polyester thread is treated to prevent wicking.

Fleece – The 3.8-ounce per square yard needle-punched polypropylene fleece provides excellent properties for adhering to, or mechanically fastening over, a variety of substrates. Each roll of membrane has one selvage edge where the fleece is held back 2.25 inches to provide for hot-air welding to the underlying membrane.

Total Membrane Thickness – 50 mil, nominal.

Overall Thickness (with Fleece) – 68 mil, nominal.

Weight – 0.33 lb. per square foot.

Color – White.

R-Value – 0.1 R (0.1 $ft^2 \cdot °F \cdot hr/Btu$).

Packaging – DF50 is supplied in the roll sizes shown below. A full pallet contains ten rolls.

Roll Dimensions

Dimensions	Approximate Coverage[1]	Approximate Weight
120 in. x 100 ft.	975 sq. ft.	330 lb.
60 in. x 100 ft.	475 sq. ft.	165 lb.

[1] Assuming 3-inch overlap



Overlap Line – A line, 6 inches from one edge of the sheet, is factory-applied to the top of the sheet to assist in maintaining proper overlap between sheets.

Energy Efficiency:
White DF50 is an excellent product for complying with California Title 24, LEED® and other energy efficiency programs requiring the use of a highly reflective roof membrane.

Cool Roof Rating Council (CRRC)

	CRRC ID	Solar Reflectance		Thermal Emittance		Solar Reflective Index (SRI)	
		Initial	3-yr	Initial	3-yr	Initial	3-yr
White	0610-0010	0.87	0.67	0.89	0.89	110	81

LEED & LEED-EB Credits – White DF50 membrane alone can obtain 1 credit in either U.S. Green Building Council's LEED or LEED-EB programs. In combination with other design criteria the membrane may help attain many other credits.

LEED Credit Category	Duro-Last Attribute
Sustainable Sites Credit 7.2 Heat Island Effect: Roof	Solar Reflective Index SRI = 110

LEED-EB Credit Category	Duro-Last Attribute
Sustainable Sites Credit 7.2 Heat Island Effect: Roof	Solar Reflective Index SRI = 110

Warranty:
The following warranties are available for projects utilizing DF50. Contact Duro-Last for warranty details. **Consequential damage coverage is not available for Duro-Fleece installations.**

Available Warranties		
Supreme	Not applicable for this product	
Ultra	15-Year NDL High Wind Warranty	20-Year NDL High Wind Warranty
Basic	15-Year NDL Warranty	20-Year NDL Warranty
Residential	15-Year Residential Material Limited Warranty	20-Year Residential Material Limited Warranty

Duro-Last, "World's Best Roof" and Duro-Fleece are registered trademarks owned by Duro-Last, Inc.
LEED is a registered trademark owned by the U.S. Green Building Council.
Created: 07/02/2013 Revised: 07/06/2013, 11/19/2013, 11/21/2013, 01/23/2015, 05/18/2015, 02/15/2016, 04/04/2019, 09/23/2021

DURO-GUARD® DENSDECK® 1/4-INCH ROOF BOARD

Description
DensDeck® Roof Board is an exceptional fire barrier, thermal barrier, coverboard and recovery board used in various Duro-Last® roofing systems. The DensDeck Roof Board design employs fiberglass mats, front and back, that are mechanically bonded to a high density gypsum core, providing excellent fire resistance and wind uplift properties. The unique construction of DensDeck Roof Board provides superior flute spanning that stiffens and provides increased foot traffic resistance to the roof deck. Additionally, DensDeck Roof Board has been shown to withstand delamination, deterioration and job-site damage far more effectively than roofing membrane substrates such as paperfaced gypsum board, fiberboard and perlite insulation. DensDeck Roof Board has scored a 10, the highest level of performance for mold resistance per the ASTM D3273 test method.

Primary Uses
DensDeck Roof Board can be used as a substrate board, recovery board and overlayment protection board for polyisocyanurate and polystyrene insulation.

Standards and Code Approvals
DensDeck Roof Boards are manufactured to meet ASTM C1177 and have the following approvals:
• Florida Product Approved
• Miami-Dade County, Product Control Approved

Recommendations and Limitations
DensDeck Roof Boards are manufactured to act with a properly designed roof system following good roofing practices. The actual use of DensDeck Roof Board as a roofing component in any system or assembly is the responsibility of the roofing system's design authority. Consult with the appropriate design authority for system and assembly specifications and instructions on applying other products to DensDeck Roof Board.

DensDeck Roof Boards should not be subjected to abnormal or excessive loads or foot traffic, such as, but not limited to, use on plaza decks or under steel-wheeled equipment that may fracture or damage the panels. Provide suitable roofing system protection when required.

Moisture Management
DensDeck Roof Boards, like other components used in roofing systems, must be protected from exposure to moisture before, during and after installation.

Remove the plastic packaging from all DensDeck Roof Board immediately upon receipt of delivery. Failure to remove the plastic packaging may result in entrapment of condensation or moisture. DensDeck Roof Board stored outside must be stored level and off the ground and protected by a breathable waterproof covering. Provide means for air circulation around and under stored bundles of DensDeck Roof Board. DensDeck Roof Board must be covered the same day as installed.

Avoid application of DensDeck Roof Boards during rain, heavy fog and any other conditions that may deposit moisture on the surface, and avoid the overuse of non-vented, direct-fired heaters during winter months. When roofing systems are installed on newly poured concrete or light weight concrete decks or when re-roofing over an existing concrete deck, a vapor barrier should be installed above the concrete to limit the migration of water from the concrete into the roof assembly. Always consult a design authority for specific instructions for applying other products to DensDeck Roof Boards.

Moisture vapor movement by convection must be eliminated, and the flow of water by gravity through imperfections in the roof system must be controlled. After a leak has occurred, no condensation on the upper surface of the system should be tolerated, and the water introduced by the leak must be dissipated to the building interior in a minimum amount of time.

Although DensDeck Roof Boards are engineered with fiberglass facings and high density gypsum cores, the presence of free moisture can have a detrimental effect on the performance of the product. Moisture accumulation may also significantly decrease wind uplift and vertical pull resistance in the system or assembly. DensDeck Roof Boards containing excessive free moisture content may need to be evaluated for structural stability to assure wind uplift performance.

Duro-Last, Duro-Guard and "World's Best Roof" are registered marks owned by Duro-Last, Inc.
DensDeck is a registered mark owned by Georgia-Pacific Gypsum LLC. RoofNav is a registered mark owned by FM Global.
Created: 01/07/2015

Fire Resistance Classifications

DensDeck Roof Boards are excellent fire barriers over combustible and noncombustible roof decks, including steel decks.

UL 790 Classification. DensDeck Roof Boards have been classified by Underwriters Laboratories (UL) for use as a fire barrier over combustible and noncombustible decks in accordance with the ANSI/UL 790 test standard. The UL classification includes a comprehensive Class A, B or C rating. For additional information concerning the UL 790 classification, consult the UL Certification Directory.

UL 1256 Classification. DensDeck Roof Boards have also been classified by UL in roof deck constructions for internal (under deck) fire exposure in accordance with the ANSI/UL 1256 Steiner Tunnel test. For additional information concerning the UL 1256 classification, consult the UL Certification Directory.

FM Class 1 Approvals. DensDeck Roof Boards are included in numerous roofing assemblies with a Factory Mutual (FM) Class 1 fire rating. For more information concerning FM Approvals and FM Class 1 assemblies with DensDeck Roof Boards, consult FM or RoofNav®.

UL Fire Resistance Ratings. For information concerning UL fire rated assemblies, please visit www.ul.com.

Flame Spread and Smoke Developed. When tested in accordance with ASTM E84, DensDeck Roof Boards had Flame Spread 0, Smoke Developed 0.

Wind Uplift

DensDeck Roof Boards are included in numerous assemblies evaluated by FM or other independent laboratories for wind uplift performance. For information concerning such assemblies, please visit www.roofnav.com.

Handling and Use–CAUTION

This product contains fiberglass facings which may cause skin irritation. Dust and fibers produced during the handling and installation of the product may cause skin, eye and respiratory tract irritation. Avoid breathing dust and minimize contact with skin and eyes. Wear long sleeve shirts, long pants and eye protection. Always maintain adequate ventilation. Use a dust mask or NIOSH/MSHA approved respirator as appropriate in dusty or poorly ventilated areas.

Physical Properties

Properties	1/4" (6.4 mm)
Thickness, nominal	1/4" (6.4 mm) ± 1/16" (1.6 mm)
Width, standard	4' (1219 mm) ± 1/8" (3 mm)
Length, standard	8' (2438 mm) ± 1/4" (6.4 mm)
Weight, nominal, lbs./sq. ft. (Kg/m^2)	1.2 (5.9)
Surfacing	Fiberglass mat
Flexural Strength[1], parallel, lbf. min.	≥40 (178)
Flute Spanability[2]	2-5/8" (67 mm)
Permeance[3], Perms	>50 (2850)
R Value[4], ft^2•°F•hr/BTU (m^2•K/W)	.28
Linear Variation with Change in Temp., in/in °F (mm/mm/C°)	8.5×10^{-6} (15.3×10^{-6})
Linear Variation with Change in Moisture	6.25×10^{-6}
Water Absorption[5], % max	<10
Compressive Strength[6], psi nominal	900
Surface Water Absorption, grams, nominal	<2.5
Flame Spread, Smoke Developed (ASTM E84)	0/0
Bending Radius	5' (1524 mm)

1. Tested in accordance with ASTM C473 method B.
2. Tested in accordance with ASTM E661.
3. Tested in accordance with ASTM E96 (dry cup method).
4. Tested in accordance with ASTM C518 (heat flow meter).
5. Tested in accordance with ASTM C1177.
6. Tested in accordance with ASTM C473.

FIRE SAFETY CAUTION

Passing a fire test in a controlled laboratory setting and/or certifying or labeling a product as having a one-hour, two-hour, or any other fire resistance or protection rating and, therefore, as acceptable for use in certain fire rated assemblies/systems, does not mean that either a particular assembly/system incorporating the product, or any given piece of the product itself, will necessarily provide one-hour fire resistance, two-hour fire resistance, or any other specified fire resistance or protection in an actual fire. In the event of an actual fire, you should immediately take any and all actions necessary for your safety and the safety of others without regard for any fire rating of any product or assembly/system.

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Codes and Standards:
Underwriters Laboratories (US & Canada), UL Evaluation Report (ER10128), FM Approvals, Canadian Construction Materials Centre (CCMC 14011-L), State of Florida, Miami-Dade County, Texas Department of Insurance.

Storage:
Store rolls lengthwise on pallets. Use tarps to keep rolls dry.

Membrane Attachment:

Adhered – DF50 may be adhered to a variety of roof decks, walls, cover boards and insulations. It may be adhered directly to an existing built-up roof (BUR) by using approved membrane adhesives. Adhesion pull tests are required prior to adhering to BUR. The tests must be performed on a 1 x 1-foot area and receive minimum values of 150 pounds per square foot. Refer to the Adhered Duro-Fleece Roofing System Specification for substrate preparation, acceptable adhesives and system requirements.

Mechanically Fastened – DF50 may be mechanically fastened to a variety of roof deck and wall materials. An appropriate slip sheet, insulation or cover board may be required. Refer to the Roll Good Mechanically Fastened Roofing System Specification for system requirements.

Physical Properties:
DF50 has been subjected to the tests required by ASTM D4434 "*Standard Specification for Poly (Vinyl Chloride) Sheet Roofing"* and has been classified as a Type III, internally reinforced sheet with a fabric backing. The results of each test are listed below. ASTM's Overall Thickness requirements for the membrane are plus or minus 10% (nominal) of the listed Typical Value.

Physical Property	Test Method	ASTM D4434 Requirement	Result	Typical Value
Overall Thickness	ASTM D751	≥ 0.045 and ≤ 0.055 in. (≥ 45 and ≤ 55 mil)	PASS	0.050 in. (50 mil), nominal (With fleece: 68 mil)
Thickness Over Scrim	ASTM D7635	≥ 0.016 in.	PASS	0.026 in. (26 mil)
Breaking Strength[1]	ASTM D751 Grab Method	≥ 200 lbf./in.	PASS	500 x 344 lbf./in.
Elongation[1]	ASTM D751 Grab Method	≥ 15%	PASS	32% x 77%
Seam Strength	ASTM D751 Grab Method	≥ 375 lbf. (75% of Breaking Strength)	PASS	405 lbf.
Tear Strength[1]	ASTM D751 Procedure B	≥ 45 lbf.	PASS	67 x 160 lbf.
Low Temp. Bend	ASTM D2136	Must pass at -40° F	PASS	PASS
Heat Aging	ASTM D3045	Conditioned for 56 days in oven maintained at 176° F	PASS	PASS
Accelerated Weathering	ASTM G155	10,000 hours total test time. Irradiance level of 0.35 W/m^2-340nm. Cycle: 102 minutes light, 18 minutes light + H_20 spray, 63±2.5° C black panel, 30±5% RH	PASS	PASS
Dimensional Stability[1]	ASTM D1204	Conditioned for 6 hours in oven maintained at 176° F. Allowable change: ≤ 0.5%	PASS	0.10% x 0.10%
Water Absorption	ASTM D570	Immersed in water at 158° F for 168 hours. Allowable weight change: ≤ 3%	PASS	2.6%
Static Puncture	ASTM D5602	≥ 33 lbf.	PASS	≥ 33 lbf.
Dynamic Puncture	ASTM D5635	≥ 14.7 ft-lbf.	PASS	≥ 14.7 ft-lbf.

[1] Typical values are shown for both machine and cross machine directions. The machine direction results are listed first.

Additional Tests

Fungi Resistance	ASTM G21	No Sustained Growth or Discoloration
Moisture Vapor Transmission	ASTM E96, Proc. B, Method A	< 0.35 U.S. perms

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LEED is a registered trademark owned by the U.S. Green Building Council.
Created: 07/02/2013 Revised: 07/06/2013, 11/19/2013, 11/21/2013, 01/23/2015, 05/18/2015, 02/15/2016, 04/04/2019, 09/23/2021

DURO-LAST®

20-Year NDL Warranty

Warranty No. _____

I. TERMS and CONDITIONS

Duro-Last®, Inc., ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner of a building ("Owner") containing a **Duro-Last Roofing System** ("**Duro-Last System**") installed by a Duro-Last Authorized Dealer/Contractor ("Contractor"), subject to the terms and conditions and limitations contained herein.

Duro-Last's obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;

B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;

C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;

D. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and

E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.

II. OWNER'S RESPONSIBILITIES

The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

III. LIMITATIONS and EXCLUSIONS

A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.

B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.

C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:

1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or

2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or

3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or

4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.

D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.

E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.

F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.

G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last

OVER: CONTINUED ON BACK

SAMPLE

System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a $500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.

I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.

J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.

K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.
525 Morley Drive
Saginaw, MI 48601

_____
Signature of Duro-Last QA Tech Rep or QA Manager

_____
Name of Building

_____
Signature of Owner

_____
Address of Building

_____
Owner (printed)

_____
City, State & Zip of Building

_____
Signature of Contractor

_____
Building Designation

_____
Contractor (printed)

_____
Effective Date

_____
Square Footage

_____
Serial No.

_____
Warranty No.

SAMPLE

DURO-LAST® SCUPPERS

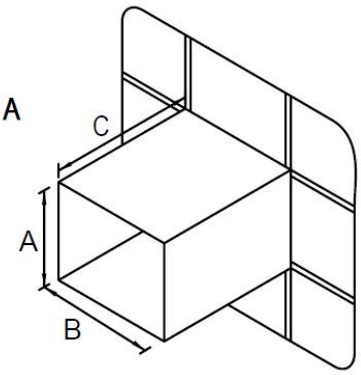
DESCRIPTION:
Duro-Last® Scuppers are designed to be used on rectangular outlets extending through walls or raised roof edges. The scuppers are made with Duro-Last specially formulated roofing membrane and in many cases incorporate Duro-Last Vinyl-Coated Metal. The combination of reinforced membrane and prefabrication ensures a long lasting, watertight flashing. They are available in white, tan, gray and dark gray colors.

Duro-Last Scuppers are prefabricated using Duro-Last Outside Corners to eliminate field welds in the critical corner areas.

Custom configurations, including incorporating the scupper with a collector box, are available upon request.

Duro-Last Scuppers are prefabricated in several styles as illustrated and described below. In each description the appropriate detail drawings are referenced for installation instructions.

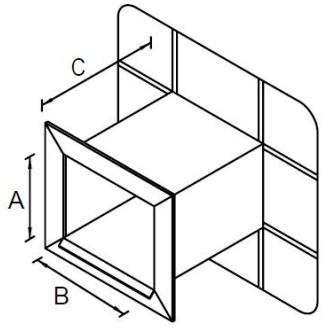
Drawing A



A. SINGLE SKIRT

- This style utilizes a single skirt of Duro-Last membrane for hot-air welding to the roof and wall membrane.
- The material extending into the outlet ("C" dimension) may be either Duro-Last membrane or Duro-Last vinyl-clad metal.
- See detail drawing 2041 when the scupper is composed entirely of Duro-Last membrane.
- See detail drawing 2060 when vinyl-clad metal extends through the outlet.

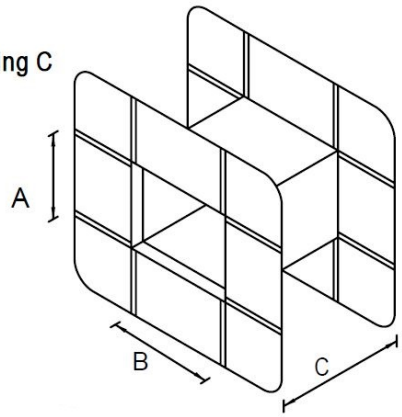
Drawing B



B. SINGLE SKIRT WITH METAL FLANGE

- This style utilizes a single skirt of Duro-Last membrane for hot-air welding to the roof and wall membrane.
- The material extending through the outlet ("C" dimension) is Duro-Last vinyl-clad metal.
- A flange is incorporated on the outside face to provide for attachment. This flange includes a drip edge and a Kynar coated metal clip is added for decorative purpose.
- See detail drawing 2060.

Drawing C



C. TWO SKIRTS

- This style utilizes two skirts of Duro-Last membrane. One skirt is hot-air welded to the roof and wall membrane. The second skirt is terminated against the outside wall.
- The material extending through the outlet ("C" dimension) may be either Duro-Last membrane or Duro-Last vinyl-clad metal.
- See detail drawing 2040 when the scupper is composed entirely of Duro-Last membrane.
- See detail drawing 2060 when vinyl-clad metal is used to extend through the outlet.

NOTE:

- Contact Duro-Last, Inc. for sizes available.

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Created: 01/01/2009 Revised: 12/31/2015

TECHNICAL DATA SHEET

POLYSET® CR-20 Disposable (HFO)

LOW PRESSURE POLYURETHANE FOAM INFORMATION

Description	(HFO) Low pressure, two-component spray polyurethane foam adhesive
SPF	Spray Polyurethane Foam
Applications	Designed to adhere to a variety of substrates and insulation board stock in both new and recover applications.
Preparation for use	Substrate must be clean, dry, firm, free of loose particles, and free of dust, grease and mold release agents. Protect surfaces not to be foamed. Read SDS, Operating Instructions, and Product Stewardship Guidelines. For additional information go to www.polysetadhesives.com
Use	Warm/Cool chemical to 70-85°F (21-29°C). Follow instructions for set-up found in the operating instructions.
PPE	 Wear protective glasses with side shields or goggles, nitrile gloves, and clothing that protects against dermal exposure. Recommend dispensing product in a well-ventilated area with certified respiratory protection; however, well ventilated exterior applications may not need respiratory protection. It is the responsibility of the employer to complete a PPE evaluation and/or exposure assessment to determine if respiratory protection is required. Read all instructions, ICP Product Stewardship Guidelines, and SDS (Section 8) prior to use of any product.
Note	FOR PROFESSIONAL USE ONLY. Always check the local building code before use. Cured low pressure polyurethane foam is non-toxic and inert.
Temperature	Please see temperature guidelines located on page 2. Lower substrate application temperatures will increase gel and tack free times. The applicator can also expect a slower rise time.
Product Storage	Store in a dry area. Optimum chemical storage temperature is 45-90°F (8-32°C). Excessive heat can cause premature aging of components resulting in a shorter shelf-life. Do not allow material to freeze.
Disposal	Refer to SDS (Section 13) for instructions. Always dispose of empty cylinders in according to applicable federal, state, provincial and local regulations.
Shelf-life	18 months
Compatibility	Cured low pressure polyurethane foam is chemically inert and non-reactive in approved applications. See compatibility chart located on page 2.
Limitations	Do not use when ambient substrate temperatures are below 30°F (-1C°). Do not use during inclement weather, on wet surfaces or on any roof deck showing signs of deterioration or loss of structural integrity. Do not use after the expiration date. Do not use on insulating board stock larger than 4 x 4 ft.

TECHNICAL DATA	STANDARD	RESULTS
Tensile Strength	ASTM D412	29 psi
Density	ASTM D1622	2.8 lbs/ft^3
Compressive Strength	ASTM D1621	11 psi
Water Absorption	ASTM D471	4.2%
Fire Rating at 1" Thickness	ASTM E84	Flame Spread Index 15 Smoke Developed 200

APPROVALS/STANDARDS/CLASSIFICATIONS

FM - Factory Mutual **FBC - Florida Product Approval**

PROPERTIES*

Open Time	1 – 10 minutes
Mixing Nozzle Working Time	30 seconds
Set-up Time	10 – 30 minutes
Cure Time	24 hours
VOC Content (EPA Method 24)	98 g/L
*Times may be affected by temperature and weather conditions	

TEMPERATURE GUIDELINES

Chemical Storage Temperature	45-90°F (8-32°C)
Outside Application Temperature/Ambient	30-100°F (-1-38°C)
Process Core Chemical Temperature	70-85°F (21-29°C)
Surface Temperature (Substrate/Deck)	30-100°F (-1-38°C)
Cured Foam	-200°F to +240°F (-129°C to +116°C)

YIELD* AND WEIGHT

Product Number	Maximum Yield Spatter Pattern	Maximum Yield 2.5" bead, 12" OC	Net Weight
P12050	30 Squares	35 Squares	44.5 lbs. (20.2 kg) A component 44.1 lbs. (20.0 kg) B component
P12051	9 Squares	11 Squares	27.7 lbs. (12.7 kg) / Kit
*Coverage rates may vary based on ambient temperature and application			

COMPATIBLE ROOF DECKS AND SUBSTRATES

Structural Concrete
Asphalt Primed Concrete
Pre-cast Concrete
Various BUR (smooth or gravel)
Steel-22 gauge or lower with approved cross section
Lightweight Structural Concrete
Cementitious Wood Fiber Planks
Insulating Concrete
Vapor Retarders (hot, cold, torch-applied)
Gypsum

COMPATIBLE ROOF INSULATIONS AND COVER BOARDS

Polyisocyanurate (flat or tapered)
Extruded or Expanded Polystyrene
High density wood fiber
Gypsum boards
Cement roof boards

NOTE: Physical properties shown are typical and are to serve only as a guide for engineering design. Results are obtained from specimens under ideal laboratory conditions and may vary upon use, temperature and ambient conditions. Right to change physical properties as a result of technical progress is reserved. Yields shown are optimum and will vary slightly depending on ambient conditions and application. This information supersedes all previously published data. The customer is responsible for deciding whether products and associated TDS information are appropriate for customer's use.

WARNING:

ICP low pressure one-component polyurethane foam sealants and adhesives (OCF), low pressure spray polyurethane foams and foam adhesives (SPF), and low pressure pour-in-place polyurethane foams (PIP) are composed of diisocyanate, hydrofluorocarbon, hydrocarbon, hydrofluoroolefin or hydrochlorofluoroolefin blowing agent, and a polyol blend. The urethane foam produced from these ingredients will support combustion and may present a fire hazard if exposed to a fire or excessive heat about 240°F (116°C). Read all instructions, ICP Product Stewardship Guidelines and SDS (Section 8) prior to use of any product. ICP polyurethane products are for professional use only.

Before using any OCF, SPF or PIP product, read the SDS and instructions carefully before use (www.polysetadhesives.com). **OCF Products:** wear protective glasses with side shields or goggles, nitrile gloves, and clothing that protects against dermal exposure. Recommend using in a well-ventilated area. Avoid breathing vapors. **SPF/PIP Products:** wear protective glasses with side shields or goggles unless using a full-face respirator, nitrile gloves, and clothing that protects against dermal exposure. Recommend dispensing product in a well-ventilated area and with certified respiratory protection or a powered air purifying respirator (PAPR); however, well ventilated exterior applications may not need respiratory protection. It is the responsibility of the employer to complete a PPE evaluation and/or exposure assessment to determine if respiratory protection is required. Personal Protective Equipment can be purchased through ICP Building Solutions Group by ordering the Polyset® Contractor Safety Kit (F65251). The Contractor Safety Kit includes nitrile gloves, contractor safety glasses, and a size Medium NIOSH-approved negative pressure half mask respirator.

Refer to each product's TDS for specifications, testing results, and other attributes. The customer is ultimately responsible for deciding whether products and associated TDS information are appropriate for customer's use. For professional use only. Building practices unrelated to materials can lead to potential mold issues. Material suppliers cannot provide assurance that mold will not develop in any specific system. Product uses a non-flammable compressed gas. Keep away from heat. Smoking and open flames, including hot work, should be prohibited in the vicinity of a foaming operation. Avoid contact with skin and eyes. May cause sensitization by inhalation and/or direct skin contact. Persons previously sensitized to Isocyanates may develop a cross-sensitization reaction to other isocyanates. Avoid prolonged or repeated breathing of vapor. Use in conformance with all local, state and federal regulations and safety requirements. Failure to strictly adhere to any recommended procedures and reasonable safety precautions shall release ICP Building Solutions Group of all liability with respect to the materials or the use thereof. For additional information and location of your nearest distributor, call ICP Building Solutions Group 330.753.4585.

ICP BUILDING SOLUTIONS GROUP | 2775 Barber Road | Norton, OH 44203
330-753-4585 | www.icpgroup.com

MADE IN USA
WITH GLOBALLY SOURCED MATERIALS

Adhered Duro-Fleece® Roofing System

SPECIFICATION

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DF2011	Clamping Ring Drain Assembly
DF3010	Termination Bar
DF3020	Standard Termination Bar Into Gutter
DF3021	Non-Removable Gutter
DF3030	1 ¾-inch Fascia with Cover
DF3040	4-inch Fascia with Cover
DF3110	2-Piece Compression Edge
DF3120	Vinyl-Coated Metal Drip Edge
DF3500	1 ¾-inch Metal Fascia System
DF3510	4-inch Metal Fascia System
DF3560	3 to 8-inch Fascia Base
DF6000	Parapet Wall Flashing
DF6010	Parapet Wall Flashing
DF6020	Parapet Wall Flashing
DF9000	Board Attachment Pattern
DF9010	Board Attachment Pattern
DF9020	Insulation Adhesive Attachment
DF9060	Peel Stop Requirement
DF9060A	Peel Stop Installation

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SECTION 1 - - - GENERAL

INTRODUCTION

This specification outlines the requirements for installing an adhered Duro-Fleece® roofing system. Each installation must be in compliance with the detail drawings and requirements stated herein.

Note: Within this specification the product referred to as "Duro-Last® membrane" does not have a fleece backing and is used for stripping material, prefabricated flashings and in some wall applications.

REQUIREMENTS

1. The Duro-Fleece roofing system must be installed by an authorized Duro-Last contractor.
2. The Duro-Fleece membrane must be installed over a compatible and properly prepared deck/substrate.
3. Perimeter edge termination details must include sealant as shown in the detail drawings included in this specification (i.e. DF3010, DF3020, DF3021, DF3030, DF3040, DF3110, DF3120, DF3500, DF3510, DF3560). Any other type of edge termination must be approved, in writing, by the Duro-Last Engineering Services Department prior to installation.
4. Duro-Last vinyl Gravel Stop or vinyl Drip Edge cannot be used as part of an adhered Duro-Fleece roofing system.
5. For non-residential installations a Duro-Last Technical Representative must inspect the Duro-Last roofing system for compliance with this specification before a full commercial warranty can be issued. Residential installations are not inspected by Duro-Last and receive a material warranty only.
6. Duro-Last does not perform destructive testing unless something found during the inspection triggers the need for further investigation.
7. All materials used in the installation of the Duro-Last roofing system must be products of Duro-Last, Inc. or accepted products as defined and described in this specification. The use of other materials must be approved, in writing, by the Duro-Last Engineering Services Department prior to being used.
8. The Duro-Last contractor is responsible for following all applicable building, plumbing, and electrical codes.
9. For buildings 40 foot (12 m) or taller and/or located within high wind zones (greater than 110 mph [177 km/h]) or special wind regions, the Duro-Last Engineering Services Department must be involved in determining the fastening requirements. Typically, the ASCE 7 Specification will be used to determine the fastening requirements. When appropriate, specifications set forth by entities such as FM Global, SPRI or State/Local Agencies will be utilized.
10. The Peel Stop detail described in detail drawings DF9060 and DF9060A is required when the Duro-Fleece membrane is adhered to polyisocyanurate rigid board insulation. The Peel Stop detail may also be required in other instances. Refer to detail drawings DF9060 and DF9060A for requirements.

TOOLS

The authorized Duro-Last contractor should have the following tools, which are necessary for the efficient and proper installation of the Duro-Last roofing system.

• Safety Equipment (such as fall protection)	• Equipment necessary to raise materials to the rooftop
• Automatic and Hand Welders (hot-air) with a spare heating element	• Silicone hand roller
• Extension cords - cord length of 100' (30 m), #12/3 wire with ground	• Ground fault interrupter
• Variable speed power screw driver with reverse	• P-3 screwdriver tips
• Electric hammer drill with depth gauge	• R-3 square drive tips for concrete screws

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• Metal snips, hacksaw, keyhole saw, hammers, scissors, utility knives with retractable blades	• Measuring tapes (100' and 25') (30 and 7.5 m), chalk line, markers, lumber crayon
• 2" (50 mm) flat chisels, pry bar	• Vise clamps, nail aprons, caulk gun, screw drivers
• Tack claw	• Ladders
• Tarps	• Pull tester
• Core cutter	• Panduit bander
• Detergent-based cleaning fluid and rags	• Paint rollers – 3/8" nap, solvent resistant
• Push Brooms / Heavy duty squeegee	• Insulation Adhesive application equipment
• Roller – Minimum 150 lb. with foam cover	

MEMBRANE DESCRIPTION

Duro-Last Duro-Fleece (DLDF) membrane is composed of PVC film laminated to both sides of a weft insertion knitted scrim and laminated to a fleece backing. Refer to the product data sheet for the physical properties of the membrane.

APPLICABILITY

The Duro-Fleece roofing system consists of Duro-Fleece membrane, adhesives, fasteners, prefabricated corners, parapet flashings, stack flashings, curb flashings, and other related Duro-Last approved products. All materials used in the installation of the Duro-Fleece roofing system must be products of Duro-Last, Inc. or accepted products as defined and described in this specification. The use of other materials must be approved, in writing, by the Duro-Last Engineering Services Department prior to being used.

DRAINAGE / SLOPE

Duro-Last has found no adverse effects on its membrane because of a lack of positive drainage, however, good roofing practices incorporate the use of positive drainage for the safety of the structure. The installing contractor is responsible to make sure roof drainage meets local building code requirements.

WEATHER CONSIDERATIONS

Installation of the roofing system is subject to the temperature limitations of the adhesive used to adhere the Duro-Fleece membrane. If insulation and/or cover boards are being attached with adhesive or hot bitumen then the temperature limitations of these products must also be considered. Follow the manufacturer's guidelines regarding the appropriate temperature range of application. Always read the product data sheet and Material Safety Data Sheet (MSDS) for each product prior to installation.

Water-based adhesive must not be subjected to freezing temperatures, before installation, during installation or while curing. When applying water-based adhesive, the ambient temperature must be at least 50 ºF (10 ºC) and rising. Ensure that the water-based adhesive is allowed to cure for at least 72 hours during which the temperature remains above 40 ºF (4.5 ºC).

When using Duro-Fleece membrane adhesive, the ambient and substrate temperatures must be at least 40 ºF (4.5 ºC) and rising.

Only install as much insulation and/or cover board as can be covered by the end of the working day or onset of inclement weather. Never install the roof system when it is raining or snowing. Only apply adhesives to dry surfaces to ensure proper adhesion and to avoid trapping moisture.

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DELIVERY

A complete Duro-Last roofing system and related materials will be delivered to the location designated by the Duro-Last contractor in the original packaging and with shipping labels intact. Containers will be labeled with manufacturer's/supplier's name, product name, and identification. Each shipment should be checked for damages and/or shortages at the time of delivery. The freight agent must note damaged materials and/or shortages on the freight bill. Concealed damage must be reported to the freight agent immediately. Materials damaged in shipping, handling, or storage cannot be used.

HANDLING

Once the Duro-Last roofing system is delivered, the contractor and contractor's crew are responsible for all handling and installation of the roofing system. Adequate personnel and equipment should be available to safely lift and place the Duro-Last roofing system onto the rooftop. Place pallets, boxes, and membrane rolls near load-bearing members, and in a manner convenient to final placement.

STORAGE

Duro-Last materials should be kept clean and dry. Materials should be stored on pallets and covered with tarps. Care must be taken to place materials away from areas where water may pond or areas that water falls onto from higher elevations. Wet Duro-Fleece membrane must not be installed. Follow the storage guidelines stated in the product data sheet or Material Safety Data Sheet (MSDS) of each product. Keep combustible materials away from heat, sparks, and open flames. Follow precautions outlined on the containers or supplied by the material manufacturer.

CHEMICAL RESISTANCE

Duro-Last membrane is resistant to the chemicals listed below. If any other chemicals are present on a particular roof, please contact the Duro-Last Engineering Services Department.

Acrylic Paint	Linseed Oil	Copper Sulfate	Lard (Animal Fats)
Latex Paint	Masonry Cleaner	Ferric Chloride	Phosphoric Acid
Fertilizer Solution	Muriatic Acid	Fiberglass Mat	Polypropylene
Fruit Juice	Oleic Acid	Furnace Residue	Zinc Chloride
Hydrogen Peroxide	Sodium Hydroxide	Detergent Solution	Bleach

PAINT APPLICATION

The Duro-Last membrane may be painted, although the performance and maintenance of the paint is not covered by the Duro-Last system warranty. Refer to the *Chemical Resistance* section for approved paint types.

Vinyl edge and termination products must not be painted. These include vinyl Fascia Bar, vinyl Fascia Bar Cover and vinyl Termination Bar. Duro-Last, Inc. will not be held responsible for repair or replacement of these products if they have been painted. Contact the Duro-Last Quality Assurance Department with any questions.

Metal products supplied by Duro-Last may only be painted if they are made from PVC-clad metal or bonderized steel. The performance and maintenance of the paint is not covered by the Duro-Last system warranty.

VAPOR BARRIERS

Duro-Last recommends the use of vapor barriers, however it is the responsibility of the Duro-Last contractor of record to ensure that all applicable specifications, building codes, regulations and ordinances are complied with and followed. A roofing professional, such as a consultant or architect, should be utilized for correct roof system design prior to installing any roof system.

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SECTION 2 - - - QUALITY ASSURANCE

PRE-JOB INSPECTION

When recovering an existing roofing system, the authorized Duro-Last contractor is responsible to conduct an inspection of the proposed job site roof conditions to determine the fastener type and length, evaluate the moisture content of the existing roofing system, and to note damaged areas to be repaired prior to installation of the Duro-Last roofing system.

CORE CUTS

1. The Duro-Last contractor is responsible for performing a series of core cuts to determine and verify the above information. The Duro-Last contractor and/or building owner is responsible for the repair of all core cuts.
2. Duro-Last, Inc. does not approve the practice of covering existing roof systems that contain excess water. Excess water is defined as water observed within a core cut or moisture squeezed from the core sample taken.
3. Duro-Last's post-installation warranty inspection does not check the moisture content of the substrate.

PULLOUT TESTS

1. Fastener pullout tests must be conducted on the roof deck with approved fasteners to verify the integrity of the deck and to establish fastening patterns for mechanically attached insulation and cover boards as well as the fastener spacing around roof penetrations.
2. It is the responsibility of the Duro-Last contractor to make sure that pullout tests are performed. The tests can be performed by either the fastener manufacturer or the authorized Duro-Last contractor. The sections of decking where integrity is in question should be the locations for the tests. The pullout tests must be documented on a roof drawing showing the location and pullout value of each test. In situations where new construction prevents on-site pullout tests, a pre-assembled deck representing the proposed deck type should be constructed and tested.
3. The number of pullout tests required will be as follows: perform a minimum of 10 tests for up to 50,000 ft^2 (4,645 m^2) and five additional pull tests for each additional 50,000 ft^2 or portion thereof, on each project. Areas of low pullout results will require additional pullout tests.
4. It is the responsibility of the Duro-Last contractor to verify pullout values prior to installation.

ADHESION TESTS

1. Adhesion tests must be performed when attaching insulation or cover boards to an existing roof system. Install a 2 foot by 2 foot section of board to a representative area of the roof. Apply 2 beads of adhesive 12 inches apart and 6 inches from the edge. After the adhesive cures, attempt to pop the board off of the surface using a flat shovel or spud bar. If the board breaks apart while the contact between the adhesive and the roof remains intact, the test is a success. If the adhesive separates from the roof, the test is unsuccessful and an alternative method of attachment must be found.

MECHANICAL FASTENER SELECTION AND DECK TYPES

The fasteners used to attach insulation, cover board and Duro-Last membrane must be supplied by Duro-Last, Inc. The following tables summarize the appropriate fasteners to use for different deck types and system components. If a fastener type is needed that is not listed below, the Duro-Last Engineering Services Department must approve its use, in writing, prior to installation.

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Mechanical Fastener Selection Based on Deck Type

Refer to this table when determining which fastener type to use for a specific deck type.

Deck Type	Fastener Type	Notes
Steel	Duro-Last HD Screws Duro-Last XHD Screws	Must penetrate a minimum of 1-inch (25 mm) from the top surface of deck.
Wood	Duro-Last HD Screws Duro-Last XHD Screws	Must penetrate a minimum of 1-inch (25 mm) from the top surface of deck.
Structural Concrete	Duro-Last Concrete Nail Duro-Last Concrete Screw Duro-Last HD Screws Duro-Last XHD Screws	Must penetrate a minimum of 1-inch (25 mm) from the top surface of deck. Pre-drill a minimum of 1/2-inch (12.7 mm) deeper than the required depth of the fasteners using a 3/16-inch (5 mm) bit.
Gypsum	Auger Fastener* Liquid Auger Fastener**	Pre-drill required for auger fasteners. Use a 7/16–9/16-inch (11 – 14mm) bit.
		* Must penetrate a minimum of 1-1/2-inch (38 mm) from the top surface of deck. * Factory Mutual designed systems require minimum of 2-inch (50 mm) penetration.
		** Liquid Augers must penetrate a minimum of 2-inches (50 mm) from the top surface of the deck.
Cementitious Wood Fiber (Tectum)	Auger Fastener* Liquid Auger Fastener**	***Do not pre-drill.***
		* Must penetrate a minimum of 1 1/2-inch (38 mm) from the top surface of deck. * Factory Mutual designed systems require minimum of 2-inch (50 mm) penetration.
		** Liquid Auger must penetrate a minimum of 2-inches (50 mm) beyond the top surface of the deck.
Lightweight Concrete	Auger Fastener* Liquid Auger Fastener** Duro-Last Concrete Screw Duro-Last Concrete Nail Duro-Last HD Screws Duro-Last XHD Screws	Pre-drill required. Augers: Use a 7/16–9/16-inch (11 – 14 mm) bit. Others: Use a 3/16-inch (5 mm) bit.
		* Must penetrate a minimum of 1-1/2-inch (38 mm) from the top surface of deck. * Factory Mutual designed systems require minimum of 2-inch (50 mm) penetration.
		** Liquid Auger must penetrate a minimum of 2-inches (50 mm) from the top surface of the deck.
Walls and Curbs		Notes
Cinder and Concrete Block	Zinc Plated Metal Anchors Duro-Last Concrete Screw Duro-Last Concrete Nail Duro-Last HD Screws Duro-Last XHD Screws	Must penetrate a minimum of 1-inch (25 mm) from the top surface. Pre-drill a minimum of 1/2-inch (12.7 mm) deeper than the required depth of the fasteners using a 3/16-inch (5 mm) bit (1/2-inch (12.7 mm) for metal anchors).

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Plate Selection
Refer to this table when determining which plates to use and where to use them.

	2-inch (50 mm) Poly-Plate	2.4-inch (61 mm) Cleat Metal Plate	3-inch (76 mm) Square Metal Plate	Insulation Plate
Membrane Fastening				
Peel Stop*	No	Yes	Yes	No
Parapet Flashings	Yes**	Yes	Yes	No
Base of Walls/Penetrations	Yes**	Yes	Yes	No
Insulation Boards	Yes**	Yes	Yes – Preferred	Yes
Cover Boards	Yes**	Yes	Yes - Preferred	No

* Refer to detail drawing DF9060 for peel stop requirements.
** Poly-plates are not recommended since they have a higher profile than the other plate options and will form a visible bulge under the membrane.

DECK / SUBSTRATE CRITERIA

Duro-Fleece membrane may be adhered directly to some roof decks while insulation or cover boards must be used on others to provide a proper substrate to adhere the membrane to. In all cases, the surface being adhered to must be clean, smooth, dry, free of sharp edges, dust, contaminants, oil, grease, and loose foreign material. Acceptable substrates are listed below. Refer to Substrate Preparation in Section 3 for the proper preparation and the installation requirements for each type of substrate.

Roof Decks Which May Be Adhered Directly To

1. Structural Concrete (poured in place or precast)
2. Gypsum (poured in place or precast)
3. Lightweight Concrete (insulating or cellular)
4. Wood (plywood, OSB or lumber)
5. Existing smooth Built-Up Roofs (BUR)
6. Existing smooth Modified Bitumen Roofs

Roof Decks Requiring Insulation or Cover Board

1. All decks that are structurally sound but damaged or contaminated to the extent of not providing a proper surface for adhesion as described above.
2. Steel Decks

APPROVED INSULATION AND COVER BOARDS

The following products may be used as the substrate onto which Duro-Fleece membrane is adhered. These products can be attached to the roof deck using mechanical fasteners, approved insulation adhesives or hot bitumen. The use of any other insulation or cover board as the substrate must be approved, in writing, by the Duro-Last Engineering Services Department prior to installation.

Polyisocyanurate Rigid Board Insulation

1. Use polyisocyanurate boards that meet ASTM C1289 Class II, Grade 2 (20 psi) or Grade 3 (25 psi) requirements.
2. Maximum insulation board size is 4 ft x 8 ft when mechanically attached and 4 ft x 4 ft when attached with insulation adhesive or hot bitumen.
3. When attaching the insulation with insulation adhesive, follow the instructions on the Duro-Last product data sheet for the adhesive. Insulation adhesive must be supplied by Duro-Last, Inc.
4. When attaching the insulation with hot bitumen, follow the insulation board manufacturer's guidelines for deck preparation and bitumen application.

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5. When installing directly over a steel deck, the insulation board must have an adequate span rating, as published by the manufacturer, for the profile of the steel deck.
6. When installing rigid board insulation as part of a metal roof retrofit, insulation boards will be needed to fill the area between the metal ribs and provide support for the overlying board.

Cover Boards

1. Approved Cover Boards
    a. DensDeck Prime® Roof Board, manufactured by Georgia-Pacific.
        - Preferred due to prime surface requiring less adhesive than unprimed surface.
    b. DensDeck® Roof Board, manufactured by Georgia-Pacific.
    c. SECUROCK® Gypsum-Fiber Roof Board, manufactured by USG Corporation.
2. Cover board must be a minimum of 1/4-inch (6.4 mm) thick.
3. Maximum cover board size is 4 ft x 8 ft when mechanically attached or attached with either insulation adhesive or hot bitumen.
4. When installing directly over a steel deck, the cover board must have an adequate span rating, as published by the manufacturer, for the profile of the steel deck.
5. When installing cover board as part of a metal roof retrofit, insulation boards will be needed to fill the area between the metal ribs and provide support for the overlying board.

When multiple layers of insulation are used, with or without a cover board, it is acceptable to mechanically attach through all layers into the roof deck. It is also acceptable to attach successive layers with insulation adhesive or hot bitumen. A combination of mechanical attachment and insulation adhesive or hot bitumen is also acceptable, such as mechanically fastening the base layer of insulation and then attaching the remaining layers with insulation adhesive or hot bitumen. Refer to the product data sheet of the insulation board, insulation adhesive or bitumen used for product compatibility information and installation guidelines.

APPROVED INSULATION ADHESIVES

The following insulation adhesives may be used within an adhered Duro-Fleece membrane system. Refer to the product data sheet of the insulation adhesive being used for application guidelines, requirements and limitations. The Material Safety Data Sheet (MSDS) for the product must also be read prior to use. The insulation adhesive must be supplied by Duro-Last, Inc. in order to qualify for the system warranty. The use of any other insulation adhesive must be approved, in writing, by the Duro-Last Engineering Services Department prior to installation.

1. Approved Insulation Adhesives
    a. Insta-Stik™ manufactured by The DOW Chemical Company and supplied by Duro-Last, Inc.
    b. Olybond products listed below, manufactured by OMG, Inc. and supplied by Duro-Last, Inc.
        - OlyBond500® and OlyBond500® SpotShot
        - OlyBond500® Green and OlyBond500® Green SpotShot
    c. Millenium Weather-Tite® Products listed below, manufactured by Millenium Adhesive Products, Inc. and supplied by Duro-Last, Inc.
        - One Step™ Foamable Adhesive
        - Hurricane Force® PG-1 Pump Grade Insulation Adhesive

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APPROVED DURO-FLEECE MEMBRANE ADHESIVES

The following membrane adhesives may be used to adhere Duro-Fleece membrane to an approved substrate. Refer to the product data sheet of the membrane adhesive being used for application guidelines, requirements and limitations. The Material Safety Data Sheet (MSDS) for the product must also be read prior to use. The membrane adhesive must be supplied by Duro-Last, Inc. in order to qualify for the system warranty. The use of any other membrane adhesive must be approved, in writing, by the Duro-Last Engineering Services Department prior to installation.

1. Approved Duro-Fleece Membrane Adhesives
    a. Duro-Fleece Membrane Adhesive
    b. Duro-Last WB II Adhesive

SECTION 3 - - - IMPLEMENTATION

SUBSTRATE PREPARATION

Duro-Fleece membrane may be adhered directly to approved roof decks while insulation or cover boards must be used on others to provide a proper substrate. In all cases, the surface being adhered to must be properly prepared as outlined in this section.

In all cases the substrate onto which the Duro-Fleece membrane is to be adhered must be smooth and level without significant surface irregularities or depressions. It must be clean, dry and free of grease, moisture, dust and loose debris.

The Duro-Last contractor is responsible for providing a properly prepared surface for the installation of the Duro-Fleece membrane and any insulation and/or cover board used.

The Duro-Last contractor is also responsible for ensuring that the roofing system is watertight at the end of the work day or the onset of inclement weather.

New Construction

1. Structural Concrete Decks (Poured in place or pre-cast)
    a. Deck must be cured and dry prior to the installation of the roof system.
    b. Difference in height between adjacent concrete units that are greater than ¼-inch must be tapered with grout to provide a smooth transition.
    c. If insulation or cover board is to be attached to concrete with hot bitumen, prime the deck with the appropriate primer per the insulation or cover board manufacturer's guidelines. Allow the primer to dry prior to installing the roof system.
2. Lightweight Concrete (Insulating or cellular)
    a. Lightweight concrete deck must have a minimum density of 38 pcf and a minimum compressive strength of 200 psi.
    b. Deck must be cured and dry prior to the installation of the roof system. Do not leave the deck exposed beyond the maximum exposure time as defined by the lightweight concrete manufacturer.
    c. Do not allow the deck to be exposed to precipitation.
3. Gypsum (Poured in place or pre-cast)
    a. Deck must be cured and dry prior to the installation of the roof system.
4. Wood (Plywood, OSB or Lumber)
    a. Deck surface must be smooth, free of splintered wood and level without significant surface irregularities or depressions. Cracks or knotholes larger than ¼-inch must be repaired.

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b. Carefully examine deck for loose or high fasteners. These must be repaired or replaced so that they are flush with the surface of the wood.

5. Cementitious Wood Fiber

   a. Rigid board insulation and/or a cover board must be used to provide a proper substrate on which to adhere the Duro-Fleece membrane. Refer to Approved Insulation and Cover Boards in Section 2 for acceptable products.

6. Steel

   a. Rigid board insulation and/or a cover board must be used to provide a proper substrate on which to adhere the Duro-Fleece membrane. Refer to Approved Insulation and Cover Boards in Section 2 for acceptable products.

   b. The insulation or cover board must have an adequate span rating, as published by the manufacturer, for the profile of the steel deck.

REROOF

Tear-Off

1. If Duro-Fleece membrane is to be adhered to a roof surface after the removal of an existing roof system, the requirements listed under New Construction, must be met.
2. If the roof deck cannot be adequately prepared for the direct adhesion of the Duro-Fleece membrane, a rigid insulation board or cover board must be used. Refer to Approved Insulation and Cover Boards in Section 2 for acceptable products.
3. If only a partial tear-off is being done, rigid board insulation and/or a cover board must be installed and mechanically attached through the remaining roof system components and into the roof deck.
4. Phenolic foam insulation must be completely removed.

Re-Cover

1. Existing Built-Up Roof (BUR) or Modified Bitumen Roof

   1. Only smooth surfaced roofs can be adhered to directly with Duro-Fleece membrane.
   2. The contractor shall be responsible to ensure that the existing roof material has adequate attachment to the roof deck.
   3. Adhesion tests must be performed when attaching Duro-Fleece membrane to an existing roof system. Install a 2 foot by 2 foot section of membrane to a representative area of the roof. Apply 2 beads of adhesive 12 inches apart and 6 inches from the edge. After the adhesive cures, grab the membrane at one corner and attempt to pull it off. If the adhesive separates from the roof, the test is unsuccessful and an alternative method of attachment must be found.
   4. Blisters, buckles and other surface irregularities must be repaired or removed. If the damage is extensive, rigid board insulation or a cover board must be installed.
   5. Areas with wet insulation and/or cover boards must be removed and replaced with products of similar thickness and R-Value.

INSTALLATION

WOOD NAILER

Wood nailers must be a #2 grade lumber, or better and must be fastened to the deck, wall or existing secured nailer in such a manner that they resist 180 lb. of force per linear foot (2,643 N/M) of nailer in any direction. Fasteners used to attach wood nailers must be spaced no greater than 18-inches (455 mm) apart. Wood nailers are required in any situation where 1-inch (25 mm) or greater of insulation is added to the roof perimeter edge. The top of the nailers must be flush with the top of the insulation. Wood nailers are not required at a change of plane such as the intersection between a parapet wall and the decking.

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INSULATION AND COVER BOARD INSTALLATION

1. Refer to Approved Insulation and Cover Boards in Section 2 for approved products.
2. No more insulation or cover board should be installed than can be covered with membrane and completed before the end of the day's work or the onset of inclement weather.
3. Insulation must be neatly fitted to the roof deck and around penetrations. Insulation boards should be installed tightly against adjacent insulation boards and all joints staggered 50% from row to row. No gap should exceed 1/4-inch (6.4 mm) in width.
4. Cover boards must be neatly fitted to the roof deck and around penetrations. Cover boards may require a small gap between boards. Consult the product data sheet for the cover board for the gapping requirements. No gap should exceed 1/4-inch (6.4 mm) in width.
5. Attachment of Insulation and Cover Boards Using Mechanical Fasteners
    a. Only fasteners and plates supplied by Duro-Last may be used to attach insulation and cover boards. Refer to Section 2 for approved fasteners and plates. The use of other fasteners must be approved, in writing, by the Duro-Last Engineering Services Department prior to being used.
    b. Fastener pullout tests must be done as described in Section 2.
    c. The minimum average pullout resistance is 250 lb. If the average pullout resistance is less than 250 lb. contact the Duro-Last Engineering Services Department for assistance in determining the fastening pattern to use.
    d. For buildings 40 feet (12 m) or taller and/or located within high wind zones (greater than 110 mph [177 km/h]) or special wind regions, contact the Duro-Last Engineering Services Department for assistance in determining fastening pattern to use.
    e. For buildings less than 40 feet (12 m) tall when fastener pullout resistance is 250 lb. or greater use the following fastening pattern.
        - Field Area: Attach boards with a minimum of 1 fastener per every 3.2 square feet. Use the fastening pattern shown in detail drawing DF9000.
        - Perimeter Area: Attach boards with a minimum of 1 fastener per every 2 square feet. Use the fastening pattern shown in detail drawing DF9010.
            - The width of the perimeter area is defined as whichever is less: 40% of the building eave height or 10% of the lesser roof plan dimension, but in no case less than 4 feet. The remainder of the roof is the field area.

6. Attachment of Insulation and Cover Boards Using Insulation Adhesive
    a. Refer to Approved Insulation and Cover Boards in Section 2 for acceptable products.
    b. Refer to Approved Insulation Adhesives in Section 2 for acceptable products.
    c. For buildings 40 feet (12 m) or taller and/or located within high wind zones (greater than 110 mph [177 km/h]) or special wind regions, contact the Duro-Last Engineering Services Department for assistance in determining the fastening pattern to use.
    d. For buildings less than 40 feet (12 m) tall use the following fastening pattern.
        - Field Area: Space beads of insulation adhesive a maximum of 12 inches on center.
        - Perimeter Area: Space beads of insulation adhesive a maximum of 6 inches on center.
            - The width of the perimeter area is defined as whichever is less: 40% of the building eave height or 10% of the lesser roof plan dimension, but in no case less than 4 feet. The remainder of the roof is the field area.

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7. Attachment of Rigid Board Insulation Using Hot Bitumen
    a. Only polyisocyanurate rigid board insulation may be adhered with hot bitumen. Consult the product data sheet of the insulation being used for requirements regarding attachment with hot bitumen.
    b. Installation must be in accordance with the bitumen manufacturer's instruction and the NRCA and ARMA recommendations.
    c. The insulation must rest evenly on the approved deck/substrate so that there are no air spaces between the board and the deck/substrate.
    d. Maximum insulation board size is 4 feet x 4 feet.
    e. Insulation boards cannot be attached directly to steel decks with hot bitumen.

MEMBRANE INSTALLATION

1. Duro-Fleece Adhesive
    a. The Duro-Fleece adhesive will be installed in bands that are spaced either 6 or 12 inches apart. Refer to the Duro-Fleece adhesive product data sheet for the proper band spacing and the application guidelines.
    b. Position and unroll successive sheets of membrane. Allow sheets to relax and pull out any wrinkles.
    c. Align the sheets so that the selvage edge of one sheet overlaps the non-selvage edge of the next sheet by 3 inches.
    d. Fold two adjacent sheets in half, lengthwise, to expose the substrate between the sheets.
    e. Apply Duro-Fleece adhesive to the exposed substrate using the proper spacing between bands of adhesive.
    f. Adhere the membrane sheet that does not have a selvage edge first since this is the sheet that will be on the bottom side of the seam joining the two sheets.
    g. After the adhesive turns a caramel color push the membrane into it slowly and evenly to avoid introducing wrinkles and creating air pockets. Use a push broom or squeegee to help push the sheet out evenly and into the adhesive.
    h. Repeat procedure above for the sheet with the selvage edge taking care to keep both the selvage edge and top of the underlying sheet free of adhesive.
    i. Use a push broom or squeegee to smooth the membrane and then roll the top of membrane with a heavy duty roller weighing at least 150 pounds. The roller should have a foam cover.
    j. Hot-air weld the selvage edge to the underlying sheet.
    k. Repeat the procedures above for the remaining membrane sheets.
    l. Roll ends must be butted together, not overlapped. Utilize a strip of Duro-Last membrane at least 6 inches wide to cover the joint between sheets. Hot-air weld the strip onto both sheets. The Duro-Last membrane used for stripping must be the same mil thickness as the Duro-Fleece membrane.
2. Duro-Last WB II Adhesive
    a. Position and unroll successive sheets of membrane. Allow sheets to relax and pull out any wrinkles.
    b. Align the sheets so that the selvage edge of one sheet overlaps the non-selvage edge of the next sheet by 3 inches.
    c. Fold two adjacent sheets in half, lengthwise, to expose the substrate between the sheets.
    d. Apply Duro-Last WB II adhesive to the exposed substrate. Refer to the Duro-Last WB II product data sheet for application rates and installation guidelines.
    e. Roll the membrane into the adhesive IMMEDIATELY after it is applied. Do not wait for the adhesive to dry. Duro-Fleece membrane must be rolled into wet adhesive.

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f. Adhere the membrane sheet that does not have a selvage edge first since this sheet will be on the bottom side of the seam joining the two sheets.

g. Push the membrane into the adhesive slowly and evenly to avoid introducing wrinkles and creating air pockets. Use push brooms and squeegees to help push the sheet out evenly and into the adhesive.

h. Repeat the procedure above for the sheet with the selvage edge taking care to keep both the selvage edge and the top of non-selvage edge of the underlying sheet free of adhesive.

i. Use push brooms and squeegees to smooth the membrane sheets and then roll them with a heavy duty roller weighing at least 150 pounds. The roller should have a foam cover.

j. Hot-air weld the selvage edge to the underlying sheet.

k. Repeat the procedures above for the remaining membrane sheets.

l. Roll ends must be butted together, not overlapped. Utilize a strip of Duro-Last membrane at least 6 inches wide to cover the joint between sheets. Hot-air weld the strip onto both sheets. The Duro-Last membrane used for stripping must be the same mil thickness as the Duro-Fleece membrane.

HOT-AIR WELDING

1. Hot-air welds may be completed using either automatic or hand-held hot-air welders. The weld must be continuous and at least 1-1/2 inches (38 mm) wide.
2. After a weld cools, it must be inspected with a tack claw or similar tool (cotter key extractor), and all deficiencies repaired prior to inspection by Duro-Last, Inc.

WALLS AND PENETRATIONS

Both Duro-Last membrane and Duro-Fleece membrane may be adhered or mechanically fastened onto walls. Surface preparation requirements on walls are the same as described in Substrate Preparation above.

When the roof system will be terminated against a wall refer to detail drawing DF6020.

1. Walls Mechanically Attached
   a. When mechanically attaching Duro-Last membrane or Duro-Fleece membrane to a perimeter wall a termination bar must be used at the roof-to-wall transition to secure the Duro-Fleece membrane that is adhered to the roof deck. Refer to detail drawing DF6000 for options regarding installation of the termination bar. The Duro-Last membrane on the wall may be installed as shown in detail drawings 6010 through 6160 of the Duro-Last Specification Manual© as long as termination bar is installed at the base of the wall instead of plates.
   b. When termination bar is installed at the base of the wall, as shown in detail DF6000, any Duro-Last edge detail, including vinyl Drip Edge and Gravel Stop, may be used as shown in detail drawing 6150 of the Duro-Last Specification Manual.
   c. Termination bar is only required at the base of perimeter walls. Duro-Last membrane installation at roof-to-wall transitions around structures such as stairwells or along the base of walls extending up to higher levels may be installed as shown in detail drawings 6010 through 6160 of the Duro-Last Specification Manual.

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2. Walls Adhered - Duro-Fleece Membrane
   a. Duro-Fleece membrane may only be adhered to walls with Duro-Fleece adhesive.
   b. Apply the Duro-Fleece adhesive to the fleece side of the membrane using a band spacing of 6 inches on center.
   c. Allow the adhesive to turn to a caramel color and then apply the membrane to the wall.
   d. Use a push broom or squeegee to push the membrane into the adhesive.
   e. If extending up a wall more than 5 feet, rows of mechanical fasteners must be installed at each 5 foot increment.
   f. Refer to detail drawing DF6010 for options on securing the membrane at the roof-to-wall transition.
   g. When installing walls, it is recommended to work with smaller pieces for easier handling. The installer may wish to install the membrane on the walls prior to installing on the roof deck. This will avoid potential problems with keeping the new membrane on the roof deck clean while working on the walls.

3. Walls Adhered - Duro-Last Membrane
   a. When installing Duro-Last membrane, which does not have a fleece backing, use either Duro-Last SB IV or Duro-Last WB II adhesives. Do not use Duro-Fleece adhesive.
   b. Adhesive must be applied to both the substrate and to the membrane. See the product data sheet of the adhesive being used for coverage rates and application guidelines.
   c. For porous substrates, such as concrete block, apply an initial light coating of adhesive as a seal coat. Allow the seal coat to dry thoroughly prior to adhesive application as described above.
   d. Allow adhesive to dry to "finger tack" and then place membrane onto the substrate.
   e. Apply pressure with push brooms or squeegees to complete the bond.
   f. If extending up a wall more than 5 feet, rows of mechanical fasteners must be installed at each 5 foot increment.
   g. Refer to detail drawing DF6010 for options on securing the membrane at the roof-to-wall transition.
   h. It is recommended that wall sheets be kept small for easier handling. The installer may wish to install the membrane on the walls prior to installing on the roof deck. This will avoid potential problems with keeping the new membrane on the roof deck clean while working on the walls.

4. Roof Penetrations
   a. A minimum of one mechanical fastener is required at all roof penetrations. These include, but are not limited to, pipes, drains, curbs, pitch pans, and expansion joints.
   b. The pullout resistance of the fasteners determines the fastener spacing of the transition points and large penetrations. To determine the spacing, refer to the pullout chart in the “Mechanically Fastened Systems” specification within the Duro-Last Specification Manual.

FLASHINGS

1. The Duro-Last membrane must not contact surfaces which maintain or exceed temperatures of 120 °F including insulated chimney pipes, exhaust pipes, and combustible fuel pipes.
2. All flashings must be terminated at a minimum of 8-inches (203 mm) above the roof surface.

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TWO WAY AIR VENTS

The Duro-Last 2-way air vents are not required as part of an adhered application. Duro-Last reserves the right to incorporate their use if needed.

ROOF DRAINS AND SCUPPERS

1. Drain Assemblies with Clamping Rings
   a. All existing roofing materials must be removed from drain bowl and clamping ring.
   b. Duro-Fleece membrane is not allowed to be installed into the clamping ring. A target patch of Duro-Last membrane must be used.
      - Target patch must extend beyond drain sump so that no hot-air welding is done within the sump. If no sump is present the target patch must extend beyond the drain assembly a minimum of 12 inches in all directions.
      - Target patch must be the same mil thickness as the Duro-Fleece membrane.
      - Refer to detail drawing DF2011.
   c. Use Duro-Caulk® Plus (1/2 tube minimum) between the Duro-Last membrane and drain bowl assembly as shown in detail 2011 of the Duro-Last Specification Manual.
   d. After the Duro-Last membrane is properly installed onto the bowl and the clamping ring set in place, all bolts securing the ring must be installed to provide constant, even compression on the sealant. If bolts are broken or missing, replacements must be installed.

2. Duro-Last Drain Boots
   a. If a Duro-Last drain boot is to be used, apply one-half (1/2) tube of sealant minimum to the outside of the drain boot and insert it into the drain.
   b. Install composite compression drain rings.
3. See Details 2011, 2020, 2021, 2025, 2030, 2041, 2050, 2060, 2061, 2070 and 2071 of the Duro-Last Specification Manual for installation references.

EXPANSION JOINTS

1. See Details 1140, 1150, 1160, 1170 and 6160 for installation references.

PITCH PAN

1. Use pitch pans only when standard Duro-Last flashings cannot be used.
2. Only Duro-Last Duro-Caulk Plus or approved sealer such as CSL may be used when creating a pitch pan.
3. See Details 4030, 4040 and 4045 for installation references.

WALKWAY PAD

1. Duro-Last Roof Trak® III Walkway Pad is recommended at all roof access points, service units and high traffic areas. The risk of potential third party damage to the Duro-Last roofing system may increase should the building owner choose not to utilize the Duro-Last Roof Trak III Walkway Pad. Note: Prior to inspection of the installation by Duro-Last, attach only one side of any Walkway Pads that will be covering any field seams. This will allow the Duro-Last Technical Representative to inspect the entire field seam. After the inspection, hot-air weld the remaining side to complete the attachment of the pad.

"Duro-Last", "The World's Best Roof", Duro-Fleece and Duro-Caulk are registered marks owned by Duro-Last, Inc.

CAUTIONS AND WARNINGS

1. Duro-Last, Inc. is not responsible for damage that may occur as a result of moisture created from condensation occurring within or beneath a roof deck subassembly or building.
2. Duro-Last recommends the use of vapor barriers, however it is the responsibility of the Duro-Last contractor of record to ensure that all applicable specifications, building codes, regulations and ordinances are complied with and followed. A roofing professional, such as a consultant or architect, should be utilized for correct roof system design prior to installing any roof system.
3. Refer to the Material Safety Data Sheet (MSDS) prior to using any adhesive for information regarding the safe use of the product. It may be necessary to shut down air intake systems and block the intake vents to prevent fumes from entering the building.
4. Asphalt-based products are incompatible with the Duro-Last roofing membrane. Should the Duro-Last membrane become soiled with roofing asphalt, the affected membrane must be cleaned immediately, using approved cleaners and procedures. If the asphalt cannot be properly cleaned from the membrane, the affected membrane must be removed and new membrane installed. **Note: Extreme caution must be taken not to contaminate the roof area with loose asphalt.**
5. The Duro-Last membrane must not be in contact with substrates that maintain or exceed temperatures of 120 °F, including insulated chimney pipes and combustible fuel pipes. Refer to the appropriate detail drawings for information regarding the proper termination.
6. Duro-Last, Inc. does not approve the practice of roofing over existing roofing systems that contain excess water. This is water observed by taking core cuts, seeing standing water in the core or having water flowing into the cut, or squeezing the core sample and getting water droplets.
7. Phenolic foam is not an approved insulation in new construction or re-roofing applications. The Duro-Last roofing system may not, under any circumstance, be installed over phenolic foam.
8. Perlite and wood/mineral fiber-boards are not acceptable substrates for the Duro-Last membrane.
9. If asbestos is encountered, the building owner must be notified at once. The owner is solely responsible for determining the proper course of action.
10. A Duro-Last roof shall not be installed over areas of roofs if one or more of the following conditions exist:
    a. The building structure is not sufficient to handle the load of the completed system.
    b. It is not possible to find an approved fastener that will properly hold in the substrate.
    c. Roofs are subject to hot embers, slag, or burning debris.
    d. Incompatible chemicals exhausted directly onto the roof or may come in contact with the roof in liquid form. (See “Chemical Resistance”, page 4)
    e. Steam is exhausted directly onto the roof that is in excess of 120º F (49º C).

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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)).

City Council Meeting

Item Number: 6

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION APPROVING THE PURCHASE OF SIX (6) REFUSE SIDE-LOADER TRUCKS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR THE GARAGE DIVISION AT A TOTAL COST OF $1,234,026.06 (District None) (GENERAL SERVICES)**

Purpose:

Resolution authorizing the purchase of six (6) refuse side loader trucks from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell contract #060920-NVS for the cost of $1,234,026.06.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing of $1,234,026 is available in the FY22 Garage Operating Budget .

Discussion:

Staff is recommending the purchase of six (6) refuse side loader trucks from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell formerly National Joint Powers Alliance (NJPA) contract #060920-NVS. We are members of the Sourcewell formerly National Joint Powers Alliance (NJPA) 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 FY2022 for (6) refuse side loader trucks is $1,416,000.00. These trucks are replacements for six (6) units in the City's fleet that have gone beyond their serviceable life. Please see the attached memo from Manuel Salinas, Garage Superintendent, for more information.

Therefore, please consider a resolution authorizing the purchase of six (6) refuse side loader trucks from Roberts Truck Center of Texas LLC dba Summit Truck Group of Midland, Texas through Sourcewell formerly National Joint Powers Alliance (NJPA) contract #060920-NVS for a cost of $1,234,026.06.

Tina Daugherty
City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell contract # 060920-NVS

DATE: 10/26/21

Fleet services is requesting the purchase of (6) refuse side loader trucks to serve as replacements for (6) units that have gone beyond their serviceable life.

Budgeted amount for (6) refuse side loader trucks for FY 2022 is $1,416,000.00. The purchasing amount for (6) six refuse side loader trucks through Sourcewell contract number 060920-NVS from Roberts Truck Center is $1,234,026.06. Fleet services accepts this bid for the purchase of (6) refuse side loaders from Roberts Truck Center.

Sincerely

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF SIX (6) REFUSE SIDE-LOADER TRUCKS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR THE GARAGE DIVISION AT A TOTAL COST OF $1,234,026.06

WHEREAS, the Sourcewell 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, Roberts Truck Center of Texas LLC dba Summit Truck Group, has submitted a total proposed cost to the City of $1,234,026.06 for the purchase of six (6) refuse side-loader trucks through Sourcewell, 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 Roberts Truck Center of Texas LLC for six (6) refuse side-loader trucks to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase six (6) refuse side-loader trucks from Roberts Truck Center of Texas LLC through Sourcewell;

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 six (6) refuse side-loader trucks from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell at a total cost of $1,234,026.06.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay for said refuse trucks from funds available in the FY 2022 Garage 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

Sourcewell Awarded Contract

Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center - Mid
Contact:	Manuel Salinas	Clay Barclay
Address:	P. O. Box 1152	10101 W. I-20
City/State/Zip:	Midland, Tx 79702	Midland, Tx 79706
Phone:	432-685-7234	432-697-2241
Email:	msalinas@Midlandtexas.gov	clay.barclay@robertstruck.com

Proposal Number	4648-01
Date	9/29/2021
Quantity of this Specification	6
Single Sourcewell Transaction Total Volume	6

Chassis			
New 2023 International HV607 6x4 Chassis			$ 148,274.00
Base Chassis List	$ 99,898.00		
Options List	$ 48,376.00		
Sourcewell Contract Discount		36.4%	$ (53,971.74)
Volume Incentive			$ (1,500.00)
Net Sourcewell Chassis Price			$ 92,802.26 ✓
Sourcewell Partner Body			
Kann Refuse Body			$ 111,054.00 ✓
			$ -
			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee			$ -
Additional Post Build Work			
Spare wheel and tire, 5 Keys			$ 1,500.00
Fuel, Surcharge			$ 75.00
VIT			$ 239.75
			$ -
			$ -
			$ -
Handling Fee			$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
			$ -
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
			$ -
			$ -
			$ -
Final Sourcewell Customer Price FOB			**$ 205,671.01** ✓

Additional Sourcewell Qualified Content	
Customer Parts Credit	**$400**
Silver Package Award	**$1,200**

Terms: **$205,671.01 each - 6 units = $1,234,026.06**

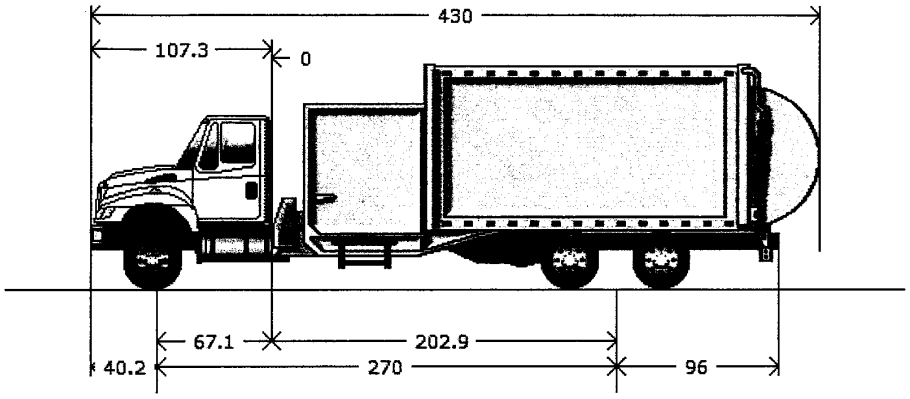
INTERNATIONAL®

September 30, 2021

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Kann-HV 09/21

Presented By:
ROBERTS TRUCK CENTER - MIDLAND
Clay Barclay
10101 W. I-20
Midland TX 79706
(432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Side-Loader, automatic
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.23% / 1.92% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 270.00, CA: 202.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(3) 385/65R22.5 Load Range J G296 MSA (GOODYEAR), 488 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description
Base Chassis, Model HV607 SBA with 270.00 Wheelbase, 202.90 CA, and 96.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 6x4

Notes
: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer C-Channel Reinforcement

CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump

WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes
: BRAKE LINES Color and Size Coded Nylon
: DRAIN VALVE Twist-Type
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
: PARKING BRAKE VALVE For Truck
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-9} with Heater

BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle

BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity

Description
PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
: WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

HORN, ELECTRIC Disc Style

JUMP START STUD Remote Mounted

BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Under Cab

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

FENDER EXTENSIONS Rubber

Description
LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes
: PAINT SCHEMATIC ID LETTERS "WL"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

CUSTOMER IDENTITY for Sourcewell

DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes
: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes
: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

Includes
: DEAERATION SYSTEM with Surge Tank
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
: RADIATOR HOSES Premium, Rubber

AIR CLEANER Dual Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer

Description

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Side Loaders, Package Number 170

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, TANDEM {Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29

SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Right Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Back of Cab

CAB Conventional, Day Cab

HEATER HOSES Silicone

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Includes
: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes
: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"

Description
CAB INTERIOR TRIM Classic, for Day Cab

Includes
: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted
: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

ARM REST, RIGHT, DRIVER SEAT

HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only

WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"

WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

TIRE, SPARE Equal to Model Standard

(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position

(3) TIRE, FRONT 385/65R22.5 Load Range J G296 MSA (GOODYEAR), 488 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Kann Manufacturing - 29yd Curb Side Loader

5 sets of keys, 1 rear spare wheel/tire.

LIMITED WARRANTY FOR HV MODELS

HV507 & HV607

***Effective with vehicles built July 01, 2017 or later**

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

BASIC VEHICLE COVERAGE	Months	Miles/Km (000)
Basic Vehicle Warranty (See exceptions listed below)	12	Unlimited
Towing (First 90 days see below) (Vehicle Down Situations Only) (See exceptions listed below)	3	Unlimited
Note: Items not listed in warranty exceptions follow base warranty.		
WARRANTY EXCEPTIONS		
CHASSIS COVERAGE	**Months**	**Miles/Km (000)**
Frame side rails	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
DRIVETRAIN COVERAGE	**Months**	**Miles/Km (000)**
Spicer axles, Propeller shaft, Eaton clutch, TTC Transmission	24	Unlimited
Eaton/Fuller Transmission	24	Unlimited
Meritor Axles	24	Unlimited
MISCELLANEOUS COVERAGE	**Months**	**Miles/Km (000)**
Batteries	12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited
FIRST 90 DAYS FROM DELIVERY TO USER (DTU)		
Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless specific coverage is stated above). Adjustments and Maintenance (such as aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels).		

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

Components/Items

- Components warranted by their respective manufacturers (such as, non-International® brand engines, tires, Allison Transmissions, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments.

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension.

Other

- Vehicles sold and/or operated outside the United States and Canada
  - This exception does not apply to vehicles that meet current USA EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the U.S D.O.T to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Revised 4/1/2019

Telematics Data Disclosure

Your new Navistar vehicle is automatically equipped with Telematics. Navistar, Inc. or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving uptime for your vehicle, improving our vehicles in the future and reducing warranty events. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Your use and access to any related data subscription service from Navistar, Inc. or its affiliates, such as OnCommandConnection, are subject to additional Terms of Service. You will receive additional information follow purchase regarding any such subscriptions as well as your ability to opt-out of data collection.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature		Date	
Owner's Address	City	State/Prov	Postal Code
Truck Model	Vehicle Identification Number		
Engine Number	Engine Serial Number		
Date Delivered to User (DTU)	Odometer Reading at Delivery		

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

Sourcewell
Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center - Mid
Contact:	Manuel Salinas	Clay Barclay
Address:	P. O. Box 1152	10101 W. I-20
City/State/Zip:	Midland, Tx 79702	Midland, Tx 79706
Phone:	432-685-7234	432-697-2241
Email:	msalinas@Midlandtexas.gov	clay.barclay@robertstruck.com

Proposal Number	4648-01
Date	9/29/2021
Quantity of this Specification	6
Single Sourcewell Transaction Total Volume	6

Chassis				
New 2023 International HV607 6x4 Chassis			$	148,274.00
	Base Chassis List	$ 99,898.00		
	Options List	$ 48,376.00		
	Sourcewell Contract Discount	36.4%	$	(53,971.74)
	Volume Incentive		$	(1,500.00)
	Net Sourcewell Chassis Price		$	92,802.26 ✓
Sourcewell Partner Body				
Kann Refuse Body			$	111,054.00 ✓
			$	-
			$	-
Non-Sourcewell Dealer Supplied Body				
			$	-
			$	-
Handling Fee			$	-
Additional Post Build Work				
Spare wheel and tire, 5 Keys			$	1,500.00
Fuel, Surcharge			$	75.00
VIT			$	239.75
			$	-
			$	-
			$	-
Handling Fee			$	-
Service Contracts				
			$	-
			$	-
			$	-
Additional Freight				
			$	-
			$	-
Additional Floorplan				
			$	-
			$	-
Additional Fees & Taxes				
			$	-
			$	-
			$	-
Final Sourcewell Customer Price FOB			**$**	**205,671.01** ✓

Additional Sourcewell Qualified Content	
Customer Parts Credit	**$400**
Silver Package Award	**$1,200**

Terms: **$205,671.01 each - 6 units = $1,234,026.06**

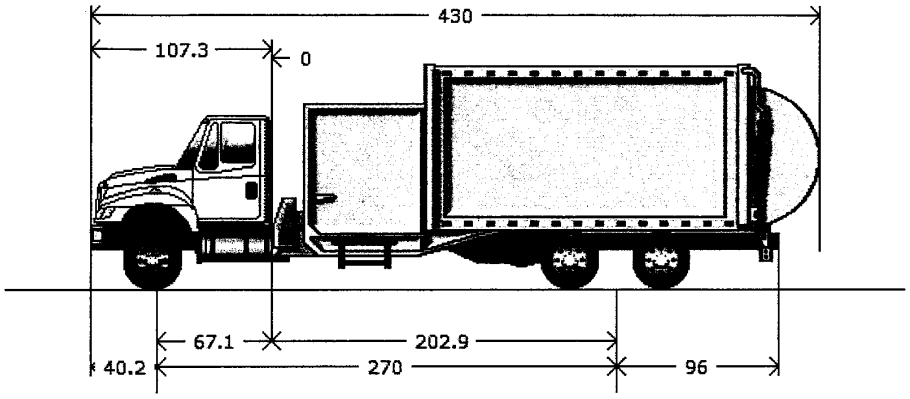
INTERNATIONAL®

September 30, 2021

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Kann-HV 09/21

Presented By:
ROBERTS TRUCK CENTER - MIDLAND
Clay Barclay
10101 W. I-20
Midland TX 79706
(432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Side-Loader, automatic
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.23% / 1.92% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 270.00, CA: 202.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(3) 385/65R22.5 Load Range J G296 MSA (GOODYEAR), 488 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description
Base Chassis, Model HV607 SBA with 270.00 Wheelbase, 202.90 CA, and 96.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 6x4

Notes
: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer C-Channel Reinforcement

CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump

WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes
: BRAKE LINES Color and Size Coded Nylon
: DRAIN VALVE Twist-Type
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
: PARKING BRAKE VALVE For Truck
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-9} with Heater

BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle

BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity

Description
PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
: WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

HORN, ELECTRIC Disc Style

JUMP START STUD Remote Mounted

BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Under Cab

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

FENDER EXTENSIONS Rubber

Description
LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes
: PAINT SCHEMATIC ID LETTERS "WL"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

CUSTOMER IDENTITY for Sourcewell

DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes
: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes
: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

Includes
: DEAERATION SYSTEM with Surge Tank
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
: RADIATOR HOSES Premium, Rubber

AIR CLEANER Dual Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer

Description
OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Side Loaders, Package Number 170

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, TANDEM {Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29

SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Right Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Back of Cab

CAB Conventional, Day Cab

HEATER HOSES Silicone

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Includes
: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes
: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"

Description
CAB INTERIOR TRIM Classic, for Day Cab

Includes
: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted
: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

ARM REST, RIGHT, DRIVER SEAT

HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only

WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"

WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

TIRE, SPARE Equal to Model Standard

(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position

(3) TIRE, FRONT 385/65R22.5 Load Range J G296 MSA (GOODYEAR), 488 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Kann Manufacturing - 29yd Curb Side Loader

5 sets of keys, 1 rear spare wheel/tire.

LIMITED WARRANTY FOR HV MODELS

HV507 & HV607

***Effective with vehicles built July 01, 2017 or later**

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

BASIC VEHICLE COVERAGE	Months	Miles/Km (000)
Basic Vehicle Warranty (See exceptions listed below)	12	Unlimited
Towing (First 90 days see below) (Vehicle Down Situations Only) (See exceptions listed below)	3	Unlimited
Note: Items not listed in warranty exceptions follow base warranty.		
WARRANTY EXCEPTIONS		
CHASSIS COVERAGE	**Months**	**Miles/Km (000)**
Frame side rails	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
DRIVETRAIN COVERAGE	**Months**	**Miles/Km (000)**
Spicer axles, Propeller shaft, Eaton clutch, TTC Transmission	24	Unlimited
Eaton/Fuller Transmission	24	Unlimited
Meritor Axles	24	Unlimited
MISCELLANEOUS COVERAGE	**Months**	**Miles/Km (000)**
Batteries	12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited
FIRST 90 DAYS FROM DELIVERY TO USER (DTU)		
Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless specific coverage is stated above). Adjustments and Maintenance (such as aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels).		

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

Components/Items

- Components warranted by their respective manufacturers (such as, non-International® brand engines, tires, Allison Transmissions, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments.

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension.

Other

- Vehicles sold and/or operated outside the United States and Canada
  - This exception does not apply to vehicles that meet current USA EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the U.S D.O.T to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Revised 4/1/2019

Telematics Data Disclosure

Your new Navistar vehicle is automatically equipped with Telematics. Navistar, Inc. or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving uptime for your vehicle, improving our vehicles in the future and reducing warranty events. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Your use and access to any related data subscription service from Navistar, Inc. or its affiliates, such as OnCommandConnection, are subject to additional Terms of Service. You will receive additional information follow purchase regarding any such subscriptions as well as your ability to opt-out of data collection.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature		Date	
Owner's Address	City	State/Prov	Postal Code
Truck Model	Vehicle Identification Number		
Engine Number	Engine Serial Number		
Date Delivered to User (DTU)	Odometer Reading at Delivery		

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

City Council Meeting

Item Number: 7

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE PARK AVENUE HEIGHTS 2 PAVING PROJECT TO REECE ALBERT, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,455,032.00; ALLOCATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Resolution authorizing the execution of a contract for the Park Avenue Heights 2 Paving Project.

Recommended City Council Action:

Approve

Fiscal Impact:

The sum of $1,650,535.20 is available from the City's American Rescue Plan Act funds, and will be allocated to a project account for said purpose.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Park Avenue Heights 2 Paving Project. Bid requests were issued to thirty-five (35) contractors. We received three (3) bids. Staff recommends awarding the contract to Reece Albert, Inc. Please see the attached memo from Jose Ortiz, Engineering Services Director, for more information.

Therefore, please consider a resolution awarding a contract to Reece Albert, Inc. of Midland, Texas for the Park Avenue Heights 2 Paving Project for the Engineering Services Department in the base bid amount of $1,455,032.00 plus $145,503.20 in contingences and $50,000.00 for project related costs for a project total of $1,650,535.20.

Tina Jaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz; City of Midland, Engineer Services Director

SUBJECT: Park Avenue Heights 2 Paving Project ♦ Engr. Project No. PU19-01 ♦ Bid Tabulation ♦ Funding #_____

DATE: November 16, 2021

Erika,

Engineer staff has reviewed the bid tabulation for the Park Avenue Heights 2 Paving Project, a paving bond project. Reece Albert, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Park Avenue Heights 2 Paving Project to Reece Albert, Inc.

Reece Albert, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the Park Avenue Heights 2 Paving Project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$1,455,032.00** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$145,503.20** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made available for the project would be **$1,650,535.20**.

The agreement specifies a construction period beginning within 15 calendar days of a written notice to proceed for construction.

Jose E. Ortiz
Engineering Services Director

Cc: Gabe McClelland
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE PARK AVENUE HEIGHTS 2 PAVING PROJECT TO REECE ALBERT, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,455,032.00; ALLOCATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Park Avenue Heights 2 Paving Project (the "Project"); and

WHEREAS, Bid No. 22000014 was opened on October 20, 2021, with the lowest responsible bidder being Reece Albert, Inc. of Midland, Texas ("Contractor"), having submitted a bid of $1,455,032.00 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $1,455,032.00; 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 $1,455,032.00, 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 10 percent ($145,503.20).

SECTION THREE. That the sum of $1,650,535.20 shall be allocated from the City's American Rescue Plan Act funds to a project account for said Project.

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 $1,600,535.20 from funds available in the aforementioned project account 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

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PU19-01 - City of Midland: Park Avenue Heights 2

City of Midland - Engineering Services; October 20, 2021

BID TAB					CD King Construction LLC			Jones Bro. Dirt & Paving Contractors, Inc			Reece Albert, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	8	MO	$ 21,186.96	$ 169,495.68	$ 169,495.68	$ 33,725.00	$ 269,800.00	$ 269,800.00	$ 35,915.10	$ 287,320.80	$ 287,320.80
2	M2	Relocate Mailbox Foundation	5	EA	$ 2,247.25	$ 11,236.25	$ 11,236.25	$ 4,950.00	$ 24,750.00	$ 24,750.00	$ 325.00	$ 1,625.00	$ 1,625.00
3	M3	Erosion/Sediment Control	8	MO	$ 9,006.11	$ 72,048.88	$ 72,048.88	$ 10,050.00	$ 80,400.00	$ 80,400.00	$ 1,690.00	$ 13,520.00	$ 13,520.00
4	M4	Traffic Control	8	MO	$ 3,500.00	$ 28,000.00	$ 28,000.00	$ 7,500.00	$ 60,000.00	$ 60,000.00	$ 1,520.00	$ 12,160.00	$ 12,160.00
5	M5	Job Site Safety	8	MO	$ 2,501.09	$ 2,008.72	$ 20,008.72	$ 1,500.00	$ 12,000.00	$ 12,000.00	$ 715.00	$ 5,720.00	$ 5,720.00
6	M6	Seeding & Stabilization	2230	SY	$ 17.81	$ 39,716.30	$ 39,716.30	$ 25.00	$ 55,750.00	$ 55,750.00	$ 1.98	$ 4,415.40	$ 4,415.40
7	M7	Spray Watering	1	LS	$ 14,624.46	$ 14,624.46	$ 14,624.46	$ 71,500.00	$ 71,500.00	$ 71,500.00	$ 23,840.00	$ 23,840.00	$ 23,840.00
1	D1	Unclassified Roadway Excavation (Depth ≤ 12")	18607	SY	$ 4.72	$ 87,825.04	$ 87,825.04	$ 6.10	$ 113,502.70	$ 113,502.70	$ 5.35	$ 99,547.45	$ 99,547.45
2	D2	Unclassified Basin Excavation	3755	CY	$ 6.30	$ 23,656.50	$ 23,656.50	$ 20.50	$ 76,977.50	$ 76,977.50	$ 28.00	$ 105,140.00	$ 105,140.00
3	D3	Removal & Disposal of Existing Unclassified Pavement	7653	SY	$ 6.89	$ 52,729.17	$ 52,729.17	$ 5.50	$ 42,091.50	$ 42,091.50	$ 1.50	$ 11,479.50	$ 11,479.50
4	D4	Removal & Disposal of Existing Unclassified Concrete Pavement	634	SY	$ 7.64	$ 4,843.76	$ 4,843.76	$ 28.80	$ 18,259.20	$ 18,259.20	$ 15.15	$ 9,605.10	$ 9,605.10
5	D5	2" Milling Unclassified Asphalt Pavement	122	SY	$ 42.65	$ 5,203.30	$ 5,203.30	$ 64.00	$ 7,808.00	$ 7,808.00	$ 30.50	$ 3,721.00	$ 3,721.00
6	D6	Removal & Disposal of Existing Concrete Curb & Gutter	815	LF	$ 31.95	$ 26,039.25	$ 26,039.25	$ 15.00	$ 12,225.00	$ 12,225.00	$ 7.45	$ 6,071.75	$ 6,071.75
7	D7	Removal & Disposal of Existing Concrete Sidewalk & Ramps	55	SY	$ 103.12	$ 5,671.60	$ 5,671.60	$ 175.00	$ 9,625.00	$ 9,625.00	$ 55.20	$ 3,036.00	$ 3,036.00
1	SD1	Reinforced Concrete Headwall	2	EA	$ 12,266.47	$ 24,532.94	$ 24,532.94	$ 17,325.00	$ 34,650.00	$ 34,650.00	$ 3,440.00	$ 6,880.00	$ 6,880.00
2	SD2	5'x5' Reinforced Concrete Curb Inlet	6	EA	$ 3,547.61	$ 21,285.66	$ 21,285.66	$ 8,794.50	$ 52,767.00	$ 52,767.00	$ 6,695.00	$ 40,170.00	$ 40,170.00
3	SD3	Rock Rip-Rap (Min. 12" Thick, Rock Size 6" - 9.92" Per Plans)	377	SY	$ 132.82	$ 50,073.14	$ 50,073.14	$ 295.00	$ 111,215.00	$ 111,215.00	$ 33.00	$ 12,441.00	$ 12,441.00
1	P1	Subgrade Preparation (Depth ≤ 6")	19242	SY	$ 3.65	$ 70,233.30	$ 70,233.30	$ 8.80	$ 169,329.60	$ 169,329.60	$ 1.20	$ 23,090.40	$ 23,090.40
2	P2	7" Jointed Concrete Pavement	440	SY	$ 102.70	$ 45,188.00	$ 45,188.00	$ 118.80	$ 52,272.00	$ 52,272.00	$ 88.10	$ 38,764.00	$ 38,764.00
3	P3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	1723	TON	$ 120.20	$ 207,104.60	$ 207,104.60	$ 150.00	$ 258,450.00	$ 258,450.00	$ 121.75	$ 209,775.25	$ 209,775.25
4	P4	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	339	TON	$ 121.16	$ 41,073.24	$ 41,073.24	$ 225.00	$ 76,275.00	$ 76,275.00	$ 126.20	$ 42,781.80	$ 42,781.80
5	P5	Concrete-Asphalt Pavement Transition Sleeper Slab	74	SY	$ 97.31	$ 7,200.94	$ 7,200.94	$ 120.00	$ 8,880.00	$ 8,880.00	$ 140.50	$ 10,397.00	$ 10,397.00
6	P6	6" Flexible Base (Type A, Grade 4)	18607	SY	$ 9.37	$ 174,347.59	$ 174,347.59	$ 24.50	$ 455,871.50	$ 455,871.50	$ 5.80	$ 107,920.60	$ 107,920.60
7	P7	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	3133	GAL	$ 1.89	$ 5,921.37	$ 5,921.37	$ 18.75	$ 58,743.75	$ 58,743.75	$ 3.30	$ 10,338.90	$ 10,338.90
8	P8	Tack Coat (MC-30, 0.10 Gal / SY)	205	GAL	$ 2.78	$ 569.90	$ 569.90	$ 22.75	$ 4,663.75	$ 4,663.75	$ 1.90	$ 389.50	$ 389.50
9	P9	6" Concrete Fillet	369	SY	$ 89.73	$ 33,110.37	$ 33,110.37	$ 108.90	$ 40,184.10	$ 40,184.10	$ 98.90	$ 36,494.10	$ 36,494.10
10	P10	6" Concrete Valley Gutter	339	SY	$ 97.64	$ 33,099.96	$ 33,099.96	$ 108.90	$ 36,917.10	$ 36,917.10	$ 99.85	$ 33,849.15	$ 33,849.15
11	P11	6" Concrete Alley Approach	178	SY	$ 108.39	$ 19,293.42	$ 19,293.42	$ 108.90	$ 19,384.20	$ 19,384.20	$ 88.00	$ 15,664.00	$ 15,664.00
12	P12	6" Residential Concrete Driveway Approach	716	SY	$ 105.24	$ 75,351.84	$ 75,351.84	$ 108.90	$ 77,972.40	$ 77,972.40	$ 89.25	$ 63,903.00	$ 63,903.00
13	P13	Type A Concrete Curb & Gutter	4940	LF	$ 30.00	$ 148,200.00	$ 148,200.00	$ 30.80	$ 152,152.00	$ 152,152.00	$ 24.75	$ 122,265.00	$ 122,265.00
14	P13	Type C Concrete Curb & Gutter	592	LF	$ 49.61	$ 29,369.12	$ 29,369.12	$ 30.80	$ 18,233.60	$ 18,233.60	$ 24.75	$ 14,652.00	$ 14,652.00
15	P14	Concrete Pedestrian Access Ramp	221	SY	$ 113.60	$ 25,105.60	$ 25,105.60	$ 143.00	$ 31,603.00	$ 31,603.00	$ 203.30	$ 44,929.30	$ 44,929.30
16	P15	Manhole Ring & Cover Adjustment	9	EA	$ 1,238.80	$ 11,149.20	$ 11,149.20	$ 1,815.00	$ 16,335.00	$ 16,335.00	$ 1,635.00	$ 14,715.00	$ 14,715.00
17	P15	Water Valve Box Ring & Cover Adjustment	23	EA	$ 1,249.01	$ 28,727.23	$ 28,727.23	$ 715.00	$ 16,445.00	$ 16,445.00	$ 770.00	$ 17,710.00	$ 17,710.00
18	P16	Pavement Marking Tabs	1	LS	$ 6,250.00	$ 6,250.00	$ 6,250.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 700.00	$ 700.00	$ 700.00
					Base Bid Total =	$ 1,618,286.33	**$ 1,618,286.33**	Base Bid Total =	$ 2,554,532.90	**$ 2,554,532.90**	Base Bid Total =	$ 1,455,032.00	**$ 1,455,032.00**
							$0.00			$0.00			$0.00

PU19-01 - City of Midland: Park Avenue Heights 2

City of Midland - Engineering Services; October 20, 2021

BID TAB					CD King Construction LLC			Jones Bro. Dirt & Paving Contractors, Inc			Reece Albert, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	8	MO	$ 21,186.96	$ 169,495.68	$ 169,495.68	$ 33,725.00	$ 269,800.00	$ 269,800.00	$ 35,915.10	$ 287,320.80	$ 287,320.80
2	M2	Relocate Mailbox Foundation	5	EA	$ 2,247.25	$ 11,236.25	$ 11,236.25	$ 4,950.00	$ 24,750.00	$ 24,750.00	$ 325.00	$ 1,625.00	$ 1,625.00
3	M3	Erosion/Sediment Control	8	MO	$ 9,006.11	$ 72,048.88	$ 72,048.88	$ 10,050.00	$ 80,400.00	$ 80,400.00	$ 1,690.00	$ 13,520.00	$ 13,520.00
4	M4	Traffic Control	8	MO	$ 3,500.00	$ 28,000.00	$ 28,000.00	$ 7,500.00	$ 60,000.00	$ 60,000.00	$ 1,520.00	$ 12,160.00	$ 12,160.00
5	M5	Job Site Safety	8	MO	$ 2,501.09	$ 2,008.72	$ 20,008.72	$ 1,500.00	$ 12,000.00	$ 12,000.00	$ 715.00	$ 5,720.00	$ 5,720.00
6	M6	Seeding & Stabilization	2230	SY	$ 17.81	$ 39,716.30	$ 39,716.30	$ 25.00	$ 55,750.00	$ 55,750.00	$ 1.98	$ 4,415.40	$ 4,415.40
7	M7	Spray Watering	1	LS	$ 14,624.46	$ 14,624.46	$ 14,624.46	$ 71,500.00	$ 71,500.00	$ 71,500.00	$ 23,840.00	$ 23,840.00	$ 23,840.00
1	D1	Unclassified Roadway Excavation (Depth ≤ 12")	18607	SY	$ 4.72	$ 87,825.04	$ 87,825.04	$ 6.10	$ 113,502.70	$ 113,502.70	$ 5.35	$ 99,547.45	$ 99,547.45
2	D2	Unclassified Basin Excavation	3755	CY	$ 6.30	$ 23,656.50	$ 23,656.50	$ 20.50	$ 76,977.50	$ 76,977.50	$ 28.00	$ 105,140.00	$ 105,140.00
3	D3	Removal & Disposal of Existing Unclassified Pavement	7653	SY	$ 6.89	$ 52,729.17	$ 52,729.17	$ 5.50	$ 42,091.50	$ 42,091.50	$ 1.50	$ 11,479.50	$ 11,479.50
4	D4	Removal & Disposal of Existing Unclassified Concrete Pavement	634	SY	$ 7.64	$ 4,843.76	$ 4,843.76	$ 28.80	$ 18,259.20	$ 18,259.20	$ 15.15	$ 9,605.10	$ 9,605.10
5	D5	2" Milling Unclassified Asphalt Pavement	122	SY	$ 42.65	$ 5,203.30	$ 5,203.30	$ 64.00	$ 7,808.00	$ 7,808.00	$ 30.50	$ 3,721.00	$ 3,721.00
6	D6	Removal & Disposal of Existing Concrete Curb & Gutter	815	LF	$ 31.95	$ 26,039.25	$ 26,039.25	$ 15.00	$ 12,225.00	$ 12,225.00	$ 7.45	$ 6,071.75	$ 6,071.75
7	D7	Removal & Disposal of Existing Concrete Sidewalk & Ramps	55	SY	$ 103.12	$ 5,671.60	$ 5,671.60	$ 175.00	$ 9,625.00	$ 9,625.00	$ 55.20	$ 3,036.00	$ 3,036.00
1	SD1	Reinforced Concrete Headwall	2	EA	$ 12,266.47	$ 24,532.94	$ 24,532.94	$ 17,325.00	$ 34,650.00	$ 34,650.00	$ 3,440.00	$ 6,880.00	$ 6,880.00
2	SD2	5'x5' Reinforced Concrete Curb Inlet	6	EA	$ 3,547.61	$ 21,285.66	$ 21,285.66	$ 8,794.50	$ 52,767.00	$ 52,767.00	$ 6,695.00	$ 40,170.00	$ 40,170.00
3	SD3	Rock Rip-Rap (Min. 12" Thick, Rock Size 6" - 9.92" Per Plans)	377	SY	$ 132.82	$ 50,073.14	$ 50,073.14	$ 295.00	$ 111,215.00	$ 111,215.00	$ 33.00	$ 12,441.00	$ 12,441.00
1	P1	Subgrade Preparation (Depth ≤ 6")	19242	SY	$ 3.65	$ 70,233.30	$ 70,233.30	$ 8.80	$ 169,329.60	$ 169,329.60	$ 1.20	$ 23,090.40	$ 23,090.40
2	P2	7" Jointed Concrete Pavement	440	SY	$ 102.70	$ 45,188.00	$ 45,188.00	$ 118.80	$ 52,272.00	$ 52,272.00	$ 88.10	$ 38,764.00	$ 38,764.00
3	P3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	1723	TON	$ 120.20	$ 207,104.60	$ 207,104.60	$ 150.00	$ 258,450.00	$ 258,450.00	$ 121.75	$ 209,775.25	$ 209,775.25
4	P4	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	339	TON	$ 121.16	$ 41,073.24	$ 41,073.24	$ 225.00	$ 76,275.00	$ 76,275.00	$ 126.20	$ 42,781.80	$ 42,781.80
5	P5	Concrete-Asphalt Pavement Transition Sleeper Slab	74	SY	$ 97.31	$ 7,200.94	$ 7,200.94	$ 120.00	$ 8,880.00	$ 8,880.00	$ 140.50	$ 10,397.00	$ 10,397.00
6	P6	6" Flexible Base (Type A, Grade 4)	18607	SY	$ 9.37	$ 174,347.59	$ 174,347.59	$ 24.50	$ 455,871.50	$ 455,871.50	$ 5.80	$ 107,920.60	$ 107,920.60
7	P7	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	3133	GAL	$ 1.89	$ 5,921.37	$ 5,921.37	$ 18.75	$ 58,743.75	$ 58,743.75	$ 3.30	$ 10,338.90	$ 10,338.90
8	P8	Tack Coat (MC-30, 0.10 Gal / SY)	205	GAL	$ 2.78	$ 569.90	$ 569.90	$ 22.75	$ 4,663.75	$ 4,663.75	$ 1.90	$ 389.50	$ 389.50
9	P9	6" Concrete Fillet	369	SY	$ 89.73	$ 33,110.37	$ 33,110.37	$ 108.90	$ 40,184.10	$ 40,184.10	$ 98.90	$ 36,494.10	$ 36,494.10
10	P10	6" Concrete Valley Gutter	339	SY	$ 97.64	$ 33,099.96	$ 33,099.96	$ 108.90	$ 36,917.10	$ 36,917.10	$ 99.85	$ 33,849.15	$ 33,849.15
11	P11	6" Concrete Alley Approach	178	SY	$ 108.39	$ 19,293.42	$ 19,293.42	$ 108.90	$ 19,384.20	$ 19,384.20	$ 88.00	$ 15,664.00	$ 15,664.00
12	P12	6" Residential Concrete Driveway Approach	716	SY	$ 105.24	$ 75,351.84	$ 75,351.84	$ 108.90	$ 77,972.40	$ 77,972.40	$ 89.25	$ 63,903.00	$ 63,903.00
13	P13	Type A Concrete Curb & Gutter	4940	LF	$ 30.00	$ 148,200.00	$ 148,200.00	$ 30.80	$ 152,152.00	$ 152,152.00	$ 24.75	$ 122,265.00	$ 122,265.00
14	P13	Type C Concrete Curb & Gutter	592	LF	$ 49.61	$ 29,369.12	$ 29,369.12	$ 30.80	$ 18,233.60	$ 18,233.60	$ 24.75	$ 14,652.00	$ 14,652.00
15	P14	Concrete Pedestrian Access Ramp	221	SY	$ 113.60	$ 25,105.60	$ 25,105.60	$ 143.00	$ 31,603.00	$ 31,603.00	$ 203.30	$ 44,929.30	$ 44,929.30
16	P15	Manhole Ring & Cover Adjustment	9	EA	$ 1,238.80	$ 11,149.20	$ 11,149.20	$ 1,815.00	$ 16,335.00	$ 16,335.00	$ 1,635.00	$ 14,715.00	$ 14,715.00
17	P15	Water Valve Box Ring & Cover Adjustment	23	EA	$ 1,249.01	$ 28,727.23	$ 28,727.23	$ 715.00	$ 16,445.00	$ 16,445.00	$ 770.00	$ 17,710.00	$ 17,710.00
18	P16	Pavement Marking Tabs	1	LS	$ 6,250.00	$ 6,250.00	$ 6,250.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 700.00	$ 700.00	$ 700.00
					Base Bid Total =	$ 1,618,286.33	**$ 1,618,286.33**	Base Bid Total =	$ 2,554,532.90	**$ 2,554,532.90**	Base Bid Total =	$ 1,455,032.00	**$ 1,455,032.00**
							$0.00			$0.00			$0.00

SPECIFICATIONS

Project Name: Park Avenue Heights 2 Paving Project
Project Number: PU19-01

MAYOR

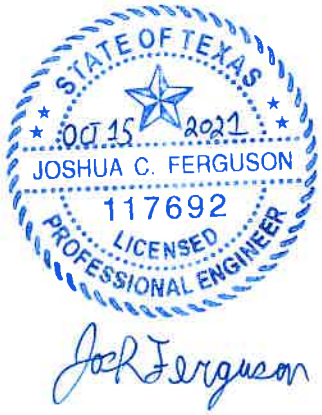
Patrick Payton

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

ENGINEERING SERVICES DIRECTOR

Jose Ortiz



NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 20th day of October, 2021, and publicly opened and read aloud at that time.

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

The Proposed Work provides for the furnishing of materials and labor for Park Avenue Heights 2 Paving Project together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING AND TELECONFERENCE will be held at 3:00 p.m. on Wednesday, October 13th, 2021 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting either in person or by calling the number listed below:

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

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

jferguson@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, October 15, 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 September 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 April 16, 2021 and numbered from 01 (1) through 45 (45) 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 August 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.**

None

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 _____ 10/20/2021

Signature of vendor doing business with the governmental entity Date

PACKET 7.20 November 16, 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.

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

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Client#: 11452 REECEALB1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/18/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Southwest San AngeloCL 133 W. Concho Ave., Ste. 109 San Angelo, TX 76903 325 655-5656	PHONE (A/C, No, Ext): 325 655-5656	FAX (A/C, No): 325 658-4519
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Great American Insurance Company	16691
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Reece Albert Inc.
P.O. Box 3238
Midland, TX 79701

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			CO5450B863PHX21	09/01/2021	09/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $300,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			8105450B851PHX21	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			TUE266701803	09/01/2021	09/01/2022	EACH OCCURRENCE AGGREGATE $	$9,000,000 $9,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002051358	09/01/2021	09/01/2022	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)

The Auto Liability, General Liability, and Umbrella Liability policy(s) includes a blanket automatic Additional Insured endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the above referenced on behalf of the named insured. The Auto Liability, General Liability, and Workers Compensation policy(s) (See Attached Descriptions)

CERTIFICATE HOLDER

City of Midland
ATTN: Purchasing Division
P.O. Box 1152
Midland, TX 79702

PACKET 7.23

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

Lewis R. November 16, 2021

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GBGZP

DESCRIPTIONS (Continued from Page 1)

provide a Blanket Waiver of Subrogation when required by written contract. 30 Day Notice of Cancellation except 10 Days for Non-Payment.

TECHNICAL SPECIFICATIONS

FOR: Park Avenue Heights 2 Paving Project

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

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

1) Preparation of Right of Way
2) Excavation, Embankment and Preparation of Subgrade
3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
4) Concrete Structures
5) Flexible Base, Caliche
6) Bituminous Prime
7) Bituminous Tack
8) Hot Mix Asphaltic Concrete
9) Double Course Asphalt Surface Treatment
10) Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat
11) Seal Coat
12) Asphalt –Rubber Seal Coat
13) Polymer Modified Slurry
14) PVC Pipe Casings
15) Water Line Specifications
16) Gravity Flow Sewers for Waste Water and Storm Water

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

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) "Contract" or "This Contract" or "Agreement": The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) "Owner", "City", or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) "Engineer": The word "Engineer" used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

The City may make periodic payments to Contractor; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Contractor and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

65. OTHER FEDERAL REQUIREMENTS

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

Updated July 2021

SPECIAL PROVISIONS

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

*****************IMPORTANT SPECIAL NOTICE TO CONTRACTOR******************

1. PROJECT FUNDING

If awarded the contract, this project will be paid for through a Development Services – Community Development Department administered program on behalf of the City of Midland for being the recipients of HUD Community Development Block Grant Funds. As such, the Davis-Bacon Wage Rates, certified payroll forms and random on-site personnel interviews will apply to this portion of the work.

*****************IMPORTANT SPECIAL NOTICE TO CONTRACTOR******************

2. SCOPE OF WORK:

Included in this Project will be the **Park Avenue Heights 2 Paving Project** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include removal, replacement, and installation of existing and proposed paving and sidewalk infrastructure and appurtenances as well as the excavation and stabilization of basin infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embankment, backfill, compaction, form work, pavement placement, sidewalk placement, joint sealing, as well as erosion control, traffic control, stabilization, utility cover adjustments, 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.

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.

3. ORDER OF PRECEDENCE:

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

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

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

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

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

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

4. 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.

5. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

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

6. 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.

7. 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).

8. 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.

9. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

10. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

11. CONSTRUCTION SCHEDULE:

The Contractor must complete the paving improvements in the phase order directed by the Construction Phasing Exhibit drawing. Deviations from the phasing outlined in this exhibit may only occur if written permission is first obtained from the Engineer.

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

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. CONSTRUCTION MATERIALS:

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

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

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

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

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

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

14. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

15. WASTE MATERIAL:

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

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

16. TESTING:

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

Required testing includes:

Concrete Pavement – 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 for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of

97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

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

- As-Built Survey of Storm Drain Pipes & Culverts – Provide as-built survey shots at fifty-foot (50') intervals along the storm drain pipe or culvert at the top of the pipe or culvert installed.

- As-Built Survey of Storm Drain Structures – Provide as-built survey shots at the inverts of all storm drain structures that are installed to verify the storm drain grades, including all headwalls, manholes, junction boxes, inlets, and outlets.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the storm drain for the full length of the storm drain system installed, including through all storm drain structures. CCTV video is not required for storm drain laterals unless directed by the Engineer.

17. 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.

18. 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.

19. 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.

20. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _240_ 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.

21. 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.

22. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

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: Park Avenue Heights 2 Paving Project

Project Number: PU19-01

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	8 MO	Mobilization, furnished, installed, complete and in place, for the sum of: Thirty five thousand nine hundred fifteen dollars and Ten cents per month. (Pay Note M1)	$ 35,915.10	$ 287,320.80
2)	5 EA	Relocate Mailbox Foundation, furnished, installed, complete and in place, for the sum of: Three hundred twenty five dollars and No cents per each. (Pay Note M2)	$ 325.00	$ 1,625.00
3)	8 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: One thousand six hundred ninety dollars and No cents per month. (Pay Note M3)	$ 1,690.00	$ 13,520.00
4)	8 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: One thousand five hundred twenty dollars and No cents per month. (Pay Note M4)	$ 1,520.00	$ 12,160.00
5)	8 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: Seven hundred fifteen dollars and No cents per month. (Pay Note M5)	$ 715.00	$ 5,720.00

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	2,230 SY	Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: One dollars and Ninety eight cents per square yard. (Pay Note M6)	$ 1.98	$4,415.40
7)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: Twenty three thousand eight hundred forty dollars and No cents per lump sum. (Pay Note M7)	$ 23,840.00	$23,840.00
Total Miscellaneous Items 1-7		$ 348,601.20		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	18,607 SY	Unclassified Roadway Excavation (Depth ≤ 12"), complete and in place, for the sum of: Five dollars and Thirty five cents per square yard. (Pay Note D1)	$ 5.35	$ 99,547.45
2)	3,755 CY	Unclassified Basin Excavation, complete and in place, for the sum of: Twenty eight dollars and No cents per cubic yard. (Pay Note D2)	$ 28.00	$ 105,140.00
3)	7,653 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: One dollars and Fifty cents per square yard. (Pay Note D3)	$ 1.50	$ 11,479.50
4)	634 SY	2" Milling Unclassified Asphalt Pavement, complete and in place, for the sum of: Fifteen dollars and Fifteen cents per square yard. (Pay Note D4)	$ 15.15	$ 9,605.10
5)	122 SY	Removal & Disposal of Existing Unclassified Concrete Pavement, complete and in place, for the sum of: Thirty dollars and Fifty cents per square yard. (Pay Note D5)	$30.50	$ 3,721.00
6)	815 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Seven dollars and Forty five cents per linear foot. (Pay Note D6)	$ 7.45	$ 6,071.75
7)	55 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: Fifty Five dollars and Twenty cents per square yard. (Pay Note D7)	$ 55.20	$ 3,036.00
Total Demolition Items 1-7		$ 238,600.80		

Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	2 EA	Reinforced Concrete Headwall, furnished, installed, complete and in place, for the sum of: Three thousand four hundred forty dollars and No cents per each. (Pay Note SD1)	$ 3,440.00	$ 6,880.00
2)	6 EA	5'x5' Reinforced Concrete Curb Inlet, furnished, installed, complete and in place, for the sum of: Six thousand six hundred ninety five dollars and No cents per each. (Pay Note SD2)	$ 6,695.00	$40,170.00
3)	377 SY	Rock Rip-Rap (Min. 12" Thick, Rock Size 6" – 9.92" Per Plans), furnished, installed, complete and in place, for the sum of: Thirty Three dollars and No cents per square yard. (Pay Note SD3)	$ 33.00	$ 12,441.00
Total Storm Drain Items 1-3		$ 59,491.00		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	19,242 SY	Subgrade Preparation (Depth ≤ 6"), furnished, installed, complete and in place, for the sum of: One dollars and Twenty cents per square yard. (Pay Note P1)	$ 1.20	$ 23,090.40
2)	440 SY	7" Jointed Concrete Pavement, furnished, installed, complete and in place, for the sum of: Eighty eight dollars and Ten cents per square yard. (Pay Note P2)	$ 88.10	$ 38,764.00
3)	1,723 TON	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: One hundred twenty one dollars and Seventy five cents per ton. (Pay Note P3)	$ 121.75	$ 209,775.25
4)	339 TON	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: One hundred twenty six dollars and Twenty cents per ton. (Pay Note P4)	$ 126.20	$ 42,781.80
5)	74 SY	Concrete-Asphalt Pavement Transition Sleeper Slab, furnished, installed, complete and in place, for the sum of: One hundred forty dollars and Fifty cents per square yard. (Pay Note P5)	$ 140.50	$ 10,397.00
6)	18,607 SY	8" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Five dollars and Eighty cents per square yard. (Pay Note P6)	$ 5.80	$ 107,920.60
7)	3,133 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Three dollars and Thirty cents per gallon. (Pay Note P7)	$ 3.30	$ 10,338.90

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	205 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: One dollars and Ninety cents per gallon. (Pay Note P8)	$ 1.90	$ 389.50
9)	369 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: Ninety eight dollars and Ninety cents per square yard. (Pay Note P9)	$ 98.90	$ 36,494.10
10)	339 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: Ninety nine dollars and Eighty five cents per square yard. (Pay Note P10)	$ 99.85	$ 33,849.15
11)	178 SY	6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: Eighty eight dollars and No cents per square yard. (Pay Note P11)	$ 88.00	$ 15,664.00
12)	716 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: Eighty Nine dollars and Twenty five cents per square yard. (Pay Note P12)	$ 89.25	$ 63,903.00
13)	4,940 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty four dollars and Seventy Five cents per linear foot. (Pay Note P13)	$ 24.75	$ 122,265.00
14)	592 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty Four dollars and Seventy Five cents per linear foot. (Pay Note P13)	$ 24.75	$ 14,652.00

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	221 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: Two hundred three dollars and Thirty cents per square yard. (Pay Note P14)	$ 203.30	$ 44,929.30
16)	9 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One thousand six hundred thirty five dollars and No cents per each. (Pay Note P15)	$ 1,635.00	$ 14,715.00
17)	23 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: Seven hundred seventy dollars and No cents per each. (Pay Note P15)	$ 770.00	$ 17,710.00
18)	1 LS	Pavement Marking Tabs, furnished, installed, complete and in place, for the sum of: Seven hundred dollars and No cents per each. (Pay Note P16)	$ 700.00	$ 700.00
Total Paving Items 1-18		$ 808,339.00		

Price For:	
1. Miscellaneous Items	$ 348,601.20
2. Demolition Items	$ 238,600.80
3. Storm Drain Items	$ 59,491.00
4. Paving Items	$ 808,339.00
Total Price	$ 1,455,032.00

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

One million four hundred fifty five thousand thirty two dollars

and No cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 240 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

---------- Five Percent of Greatest Amount Bid ---------- dollars

and No cents total. ($ 5% of GAB)

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.

Reece Albert, Inc.
Name of Contractor

Submitted By — Mike Hester Estimator
Print Name and Title

P.O. Box 3238
Mailing Address

Midland, Texas 79702
City State Zip

PAY NOTES

Park Avenue Heights 2 Paving Project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Relocate Mailbox Foundation	M2
3	Erosion/Sediment Control	M3
4	Traffic Control	M4
5	Job Site Safety	M5
6	Seeding & Stabilization	M6
7	Spray Watering	M7
Demolition Items		
1	Unclassified Roadway Excavation (Depth ≤ 12")	D1
2	Unclassified Basin Excavation	D2
3	Removal & Disposal of Existing Unclassified Pavement	D3
4	Removal & Disposal of Existing Unclassified Concrete Pavement	D4
5	2" Milling Unclassified Asphalt Pavement	D5
6	Removal & Disposal of Existing Concrete Curb & Gutter	D6
7	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D7
Storm Drain Items		
1	Reinforced Concrete Headwall	SD1
2	5'x5' Reinforced Concrete Curb Inlet	SD2
3	Rock Rip-Rap (Min. 12" Thick, Rock Size 6" - 9.92" Per Plans)	SD3
Paving Items		
1	Subgrade Preparation (Depth ≤ 6")	P1
2	7" Jointed Concrete Pavement	P2
3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P3
4	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P4
5	Concrete-Asphalt Pavement Transition Sleeper Slab	P5
6	6" Flexible Base (Type A, Grade 4)	P6
7	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P7
8	Tack Coat (MC-30, 0.10 Gal / SY)	P8
9	6" Concrete Fillet	P9
10	6" Concrete Valley Gutter	P10
11	6" Concrete Alley Approach	P11
12	6" Residential Concrete Driveway Approach	P12
13	Type A Concrete Curb & Gutter	P13
14	Type C Concrete Curb & Gutter	P13
15	Concrete Pedestrian Access Ramp	P14
16	Manhole Ring & Cover Adjustment	P15
17	Water Valve Box Ring & Cover Adjustment	P15
18	Pavement Marking Tabs	P16

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 Relocate Mailbox Foundation per the construction drawings and City of Midland standards and specifications, including all structure removal, foundation placement, and appurtenances. Measurement and payment to be made per each existing mailbox foundation removed and new mailbox foundation set.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M4 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.

M5 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.

M6 Includes the necessary equipment, labor, materials, and incidentals for Seeding & Stabilization per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all seeding and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

M7 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

D1 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. Measurment and payment to be per square yard measured along the ground surface.

D2 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. Measurment and payment to be per cubic yard of material removed.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Concrete Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D5 Includes the necessary equipment, labor, materials, and incidentals for Milling Unclassified Asphalt Pavement per the construction drawings and City of Midland standards and specifications, including all appurtenances. Pavement material is to be removed in its entirety at the indicated depth. No additional compensation will be made for increased pavement depth removal. Pavement edges are to be clean, straight, and clearly defined edges free of breaks. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the back of curb.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Reinforced Concrete Headwall per the construction drawings and City of Midland standards and specifications, including all formes, reinforcment, placement, sealing, finishing, and appurtenances. Measurement and payment to be made per each concrete headwall installed.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Reinforced Concrete Curb Inlet per the consturction drawings and City of Midalnd standards and specifications, including all embedment, base, forms, reinforcement, placement, sealing, finishing, necessary testing, and appurtenances. Measurement and payment to be made per each curb inlet installed.

SD3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Rock Rip-Rap per the consturction drawings and City of Midland standards and specifications, including all excavation, erosion control or filter blankets, placement, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation 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.

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Jointed Concrete Pavement per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P3 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.

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 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.

P5 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete-Asphalt Pavement Transition Sleeper Slab per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P9 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Alley Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the alley approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P14 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P15 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P16 Includes the necessary equipment, labor, materials, and incidentals for placing Pavement Marking Tabs per the construction drawings and City of Midland standards and specifications including all measurements, marking, placement, and appurtenances. Markings placed are to match existing pre-consturction striping on Cloverdale Road and are to be placed once Cloverdale Road is repaved. Measurement and payment to be made per lump sum for all markings placed.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT REECE ALBERT, INC. (Hereinafter called the Principal), as Principal, and CONTINENTAL CASUALTY COMPANY (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of FIVE PERCENT OF THE GREATEST AMOUNT BID---------- Dollars ($ --------5%--------) 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 Park Avenue Heights 2 Paving Project.

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

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 20th day of OCTOBER, 2021.

REECE ALBERT, INC.
Principal

By _____

Address P.O. BOX 3238

MIDLAND, TEXAS 79701-3238

CONTINENTAL CASUALTY COMPANY
Surety

By _____
MARLA HILL, ATTORNEY-IN-FACT

Address P.O. BOX 54020

LUBBOCK, TEXAS 79453

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2021

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Howard Cowan, Marla Hill, Individually

of Lubbock, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 15th day of July, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of July, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 20th day of OCTOBER, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 17th day of November, 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 Reece Albert, Inc. of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Park Avenue Heights 2 Paving Project 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 240 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: $1,455,032.00.

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.

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Parties of the First Part (Owner)

By: _____
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__ personally appeared _____, an officer of Reece Albert, Inc., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public

Form Revised October 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 Park Avenue Heights 2 Paving Project , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Park Avenue Heights 2 Paving Project, 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 2021

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Park Avenue Heights 2 Paving Project

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised August 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.

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CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION METHODS

GENERAL

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

CURB AND GUTTER

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

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

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

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

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

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

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

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

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

DRIVEWAYS AND ALLEY RETURNS

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

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

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

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

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

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

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

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

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

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

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

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

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

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

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

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

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

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

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

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

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

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

SIDEWALKS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCRETE RIP RAP

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

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

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

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

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

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

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

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

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

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FLEXIBLE BASE, CALICHE

1. GENERAL

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

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

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

2. MATERIALS

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

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

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

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

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

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

3. CONSTRUCTION

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

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

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

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

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

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

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

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

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

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

8/07

BITUMINOUS PRIME

1. GENERAL

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

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

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

2. MATERIALS

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

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

3. CONSTRUCTION METHODS

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

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

BITUMINOUS TACK

1. GENERAL

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

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

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

2. MATERIALS

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

3. CONSTRUCTION METHODS

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

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

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

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

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

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

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

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

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

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

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

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

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

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

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

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

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

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

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

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

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

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

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

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

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

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

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

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

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

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

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

3. CONSTRUCTION METHODS

A. GENERAL

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

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

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

B. PLACING

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

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

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

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

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

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

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

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

C. COMPACTION AND FINISHING

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

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

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

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

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

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

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

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

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

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

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

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

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

All transverse joints shall be checked with a l0" straight edge while the material is

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

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

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

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

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

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

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

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

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

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

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

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

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

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

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

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

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

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

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

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

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

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

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

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

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

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

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

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

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

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

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

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

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

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

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

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

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

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

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

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

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

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

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

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

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

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

The reduced rate shall apply to the entire lot.

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

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

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

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

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

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

5. ADDITIVES

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

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

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 – (Texas Highway Department 1982 Grade 3)	Retained on ¾" Sieve -	0% by weight
	Retained on 5/8" Sieve -	0 – 2% by weight
	Retained on ½" Sieve -	20, 35% by weight
	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 - (Texas Highway Department 1982 Grade 5)	Retained on ½" Sieve -	0% by weight
	Retained on 3/8" Sieve -	0 – 5% by weight
	Retained on No. 4 Sieve -	40 – 85% by weight
	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
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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 (I') 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 (I") 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^{o} and 400^{o} 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^{o} 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^{o} seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

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

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

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

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

l4" up. . . . . l50 psi

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

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

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

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

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

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

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

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

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

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

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

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

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. SHORING & SHEETING

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

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

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

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

I5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

I5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

I5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

I5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

I5.I0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.II Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

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

2.01 (a).2 Tape Material

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

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

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

2.01(a).3 Construction Methods

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

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

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

2.01(a).4 Measurement and Payment

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

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by “Contech Construction Products, Inc.”, “Texas Corrugators”, “Caldwell Culvert Company” or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	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

HUD

Attachments

"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 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

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36	
Structures	$ 13.52	
LABORER		
Asphalt Raker	$ 12.28	
Flagger	$ 9.30	
Laborer, Common	$ 10.30	
Laborer, Utility	$ 11.80	
Work Zone Barricade Servicer	$ 10.30	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87	
Asphalt Paving Machine	$ 13.40	
Broom and Sweeper	$ 11.21	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96	
Excavator, 50,000 lbs or less	$ 13.46	
Front End Loader Operator, Over 3 CY	$ 12.77	
Front End Loader, 3CY or less	$ 12.28	
Loader/Backhoe	$ 14.18	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85	
Roller, Asphalt	$ 10.95	
Roller, Other	$ 10.36	
Scraper	$ 10.61	
Spreader Box	$ 12.60	
Servicer	$ 13.98	
Steel Worker (Reinforcing)	$ 13.50	

TRUCK DRIVER
     Lowboy-Float.....$ 14.46
     Single Axle.....$ 12.74
     Single or Tandem Axle Dump..$ 11.33
     Tandem Axle Tractor with
     Semi.....$ 12.49

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION
"

SPECIAL FEDERAL REQUIREMENTS

1. FEDERALLY ASSISTED CONTRACT

The Contractor agrees to acknowledge that financial assistance from the U.S. Department of Housing and Urban Development is to be utilized on this contract and the contract is subject to all applicable laws, ordinances and codes of the United States, State of Texas and local governments.

2. COMPLIANCE WITH EXECUTIVE ORDER 11246, ENTITLED "EQUAL EMPLOYMENT OPPORTUNITY", AND SUPPLEMENTAL DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the equal opportunity requirements of Executive Order 11246, as amended:

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor shall not exclude any person in the United States, on the basis of age from the benefits of this contract. This contract shall be conducted and administered in compliance with the Age Discrimination Act of 1975, as amended, and any implementing regulations.

d. In the event this contract exceeds $10,000, the Bidder shall comply with EXHIBIT E1 and shall submit a completed HUD Form 4238 with his bid.

3. CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Contractor will comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

The Contractor will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development funds.

4. COMPLIANCE WITH SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

In the event this contract exceeds $100,000, the Contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulation issued pursuant thereto at 24 CFR PART 135, and any applicable rules and orders of HUD issued thereunder. Prior to issuance of notice to proceed, the Contractor must submit documents, including a “Preliminary Statement - Work Force Needs" form, that demonstrate compliance with Section 3.

5. MINORITY OWNED BUSINESS PARTICIPATION

The Contractor shall make positive efforts to utilize small business, minority-owned business and women-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to complete for subcontracts. The Bidder must submit a completed "Schedule of MBE/WBE Participation" with his Bid.

6. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT, THE DAVIS-BACON ACT, THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT AND SUPPLEMENTAL DEPARTMENT OF LABOR REGULATIONS

In the event this contract exceeds $10,000, the Contractor agrees will comply with Section 110 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.603), which provides that certain labor standards be adhered, with specific emphasis on the Copeland "Anti-Kickback" Act, and the Contract Work Hours and Safety Standards Act. The Federal Labor Standards Provisions contained in Exhibit

E3 are applicable. The Project Wage Decision attached to Exhibit E3 will apply to this contract. Modifications to the Wage Decision may occur. A pre-construction conference will be conducted. This will occur after an award is made. The Bidder must submit Form HUD-1421 with his Bid.

The Bidder is specially advised that any person, firm, or other party to whom the bidder proposes to award a subcontract under this contract:

a. Must be acceptable to the City after verification by HUD of the current eligibility status, and

b. Must submit Form HUD-1422 for each proposed subcontractor. Approval of the proposed subcontract award cannot be given by the City unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such completed Form HUD-1422 on proposed contractors to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

7. COMPLIANCE WITH CERTIFICATION PROHIBITING USE OF FEDERAL FUNDS FOR LOBBYING.

The Contractor certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

8. OTHER SPECIAL REQUIREMENTS FOR CONSTRUCTION CONTRACTS EXCEEDING $100,000

In the event the contract exceeds $100,000, the requirements and conditions of Exhibit D shall apply to this contract and related subcontracts.

9. CONTRACTORS INSURANCE OF COMPLIANCE BY SUBCONTRACTORS

a. The Contractor will insure that subcontractors for work or construction activity under this Contract shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

b. The Contractor will insure that subcontractors for work or construction activity under this Contract shall comply with Section 110 of the Housing and Community Development Act of 1974 and the regulations issued thereto (24 CFR 570.603), which provide that certain labor standards be adhered.

10. AWARDS OF CONTRACTS AND SUBCONTRACTS TO DEBARRED OR DISQUALIFIED CONTRACTOR PROHIBITED

The Contractor shall be subject to Contractor Clearance by the U.S. Department of Housing and Urban Development. The Bidder must submit a completed Request for Contractor Clearance form with his Bid. The Contractor will insure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24. A completed Request for Subcontractor Clearance form on each subcontractor must be submitted so that compliance with this paragraph and paragraph 6 above can be insured.

11. COPYRIGHT PROVISIONS

The Contractor shall comply with the copyright provisions of 24 CFR 85.34.

12. DRUG FREE WORK PLACE

The Contractor shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. § 701, et seq.

13. CONFLICT OF INTEREST PROVISIONS

The Contractor shall comply with the conflict of interest provisions of 24 CFR 570.611. The general rule is that no persons who exercise or have exercised any functions or

responsibilities with respect to CDBG activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. The Contractor may inquire about former City employees or other persons who are subject to this provision.

14. CONTRACTOR TO MAKE INFORMATION AND DATA AVAILABLE

The Contractor shall make available to the City, as determined by the City, information and/or data which document compliance, in all phases of its work, with the Federal Requirements. The Contractor shall fully cooperate with City when City monitors the services and work performed under this Contract. The Contractor shall maintain accounts and records adequate to identify and account for all cost pertaining to the agreement. These records will be made available to the City for federal audit purposes, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

EXHIBIT E1

EQUAL EMPLOYMENT CLAUSE
EXECUTIVE ORDER 11246, AS AMENDED

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT E1

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 112319-25 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name:
Address:

1. Bidder Has participated in a previous contract or subcontract subject to the Equal Opportunity Clause
   Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ☐ No ☐ None Required ☐

4. If answer to item 3 is "no", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE DATE

SUBMIT WITH BID HUD-4238

Previous Editions Obsolete

SECTION 3 CLAUSE

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clause (referred to as a section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other under standing, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preferences, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD

assisted contracts.

CITY OF MIDLAND, TEXAS
SECTION 3 BUSINESS CONCERN CERTIFICATION

Name of Business: _____

Address of Business: _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Depending on type of business entity, submit applicable documents:

- ☐ Copy of Articles of Incorporation
- ☐ Assumed Business Name Certificate
- ☐ List of owners/stockholders and % ownership of each
- ☐ Organization chart with names and titles and brief function statement
- ☐ Certificate of Good Standing
- ☐ Partnership Agreement
- ☐ Corporation Annual Report
- ☐ Latest Board minutes appointing officers

Attached appropriate documentation based on type of Section 3 status:

___ For business claiming status as a Section 3 resident-owned enterprise:

- ☐ Copy of resident lease
- ☐ Copy of evidence of participation in a public assistance program
- ☐ Copy of receipt of public assistance
- ☐ Other evidence

___ For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

___ For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- ☐ List of all current full-time employees
- ☐ PHA/IHA Residential lease less than 3 years from day of employment
- ☐ List of employees claiming Section 3 status
- ☐ Other evidence of Section 3 status less than 3 years from date of employment

___ Business is not a Section 3 business concern at this time.

_____ _____
Authorizing Name and Signature Date

(Corporate Seal)

Attested by:_____

EXHIBIT E3
Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development

Applicability
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Officeof Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate) HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination, HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of work (or under the United States Housing Act of 1937, or under the Housing Act of

1949, in the construction or develop-ment of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including ratesof contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payments to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 32 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required recordsupon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its programs is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the usage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the

Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractorwill no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of. . .influencing in any way the action of such Administration. . .makes, utters or publishes any statement, knowing the same to be false. . .shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT E3

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO: *(Appropriate recipient)* C/O	DATE PROJECT NUMBER *(If any)* PROJECT NAME
1. The undersigned, having executed a contract with	

	For the construction of the above identified project, acknowledges that:

(a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract;

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

(a) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 *(29CFR, Part 5)*, or pursuant to Section 3(a) of the Davis-Bacon Act, as amended *(40 U.S.C. 276a-2(a))*.

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient, within ten days after the execution of any subcontract, including those executed by his subcontractor's and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standard and Prevailing Wage Requirements, executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION *(Describe)*

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
		HUD-1421 (6-75)

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:		
NAME	ADDRESS	NATURE OF INTEREST
(e) The names and addresses and trade classifications of all other building construction contractors, in which the undersigned has a substantial interest are *(if none, so state)*:		
NAME	ADDRESS	TRADE CLASSIFICATION

Date			*(Contractor)*
		By	

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part; "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than $5,000 or imprisoned more than two years or both."

EXHIBIT E3

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO: *(Appropriate recipient)* C/O	DATE
	PROJECT NUMBER *(If any)*
	PROJECT NAME
1. The undersigned, having executed a contract with	

U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

	for	*(Contractor or Subcontractor)*
(Nature of the Work)	in the amount of	$

in the construction of the above-identified project, certifies that:

(a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designed as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 *(29CFR, Part 5)*, or pursuant to Section 3(a) of the Davis-Bacon Act, as amended *(40 U.S.C. 276a-2(a))*.

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standard and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about	
	(Date)

3. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION *(Describe)*

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS

		HUD 1422 (6-75)

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:

NAME	ADDRESS	NATURE OF INTEREST

(d) The names and addresses and trade classifications of all other building construction contractors, in which the undersigned has a substantial interest are *(if none, so state)*:

NAME	ADDRESS	TRADE CLASSIFICATION

(Subcontractor)		
By		
(Signature)		*(Typed Name & Title)*

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part; "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than $5,000 or imprisoned more than two years or both."

U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

EXHIBIT E4

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issue thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

Lead-Based Paint Hazards (Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

Use of Explosives (Modify as Required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning light at night, suitable barricades and other devices necessary to protect the public. In case the contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the contractor of any liability incurred under these specifications or contract.

CITY OF MIDLAND CDBG PROGRAM

CONTRACTOR CERTIFICATION OF ELIGIBILITY FOR FEDERAL PROCUREMENTS

Business Name: _____ Fed Id./SS. # _____

Address: _____

Type of Business: ___ Corporation ___ Sole Proprietor ___ Partnership

Name, Title, Social Security No. of Principals:

1. _____

2. _____

3. _____

I/we the undersigned certify that neither I nor my firm are not excluded from federal procurement or non-procurement programs.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Additional verification of compliance with federal regulations at 24 CFR part 5 was accomplished as follows:

Signature: _____ Date: _____

Name and Title: _____

MIDLAND
Engineering Services

ADDENDUM #01

Project Number PU19-01

TO ALL BIDDERS ON THE SUBJECT BID: **Park Avenue Heights 2 Paving Project**

ADDENDUM #01

DATE: October 15, 2021

1. Q/A and Clarification
2. Revised Proposal
3. Revised Pay Notes
4. Revised Cover Page
5. Revised Construction Drawings
6. Pre-Bid Agenda
7. Pre-Bid Meeting Attendance Sheet

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

All other terms and conditions shall remain the same.

Reece Albert, Inc.
Company Name

Bidder Authorized Signature

10/20/2021
Date

Mike Hester Estimator
Please Print Above Name

432-570-0481
Phone

Park Avenue Heights 2 Paving Project
Project Number PU19-01

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: Any and all information, answers, responses, etc. provided in this Addendum 01 supersede any information, answers, responses, etc. previously provided in the pre-bid meeting or the pre-bid meeting agenda in the event that the Addendum 01 information does not match the information previously given. See the Bid Pac Special Provisions, 3. ORDER OF PRECEDENCE section for additional information regarding order of precedence between bid documents.

Clarification: The Construction Drawing Set sheets 01, 03, and 12 – 22 have been revised. Bidders are to remove all previous versions of these sheets from the Construction Drawing Set and replace them with the revised versions attached to this Addendum 01.

Clarification: Sheet 24(A) has been added to the Construction Drawing Set by this Addendum 01. This sheet is supplemental to sheet 24 in the original Construction Drawing Set, but does not replace the original sheet 24. The primary purpose of this additional sheet is to show the existing contours at the basin site south of Cloverdale Road. Bidders are to add this sheet 24(A) to the Construction Drawing Set for this project bid.

Clarification: Sheet CH-FW-0 and Sheets 1 – 3 titled SETP-FW-0 are added to the Construction Drawing Set by this Addendum 01 and are to replace the original Sheet 43 in this same drawing set. Bidders are directed to remove the original Sheet 43 from the Construction Drawing Set and replace it with the Sheet CH-FW-0 and Sheets 1 – 3 titled SETP-FW-0 that are attached to this addendum.

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 from the original bid documents and replace them with the attached Proposal revision.

Clarification: The Pay Notes 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 Pay Notes section in their entirety from the original bid documents and replace them with the attached Pay Notes revision.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: All invoices are to be itemized and are to match the Proposal item list.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: This area has had sporadic development and construction activity throughout the design process, and this some existing surface or sub-surface conditions shown in the 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 activities.

Clarification: Concrete Fiber Reinforcement – Based on the conversation with Bidders at the Pre-Bid Meeting, the rate of fiber reinforcement has now been changed to 3.0 LBS/CY using synthetic polyethylene macrofibers. This clarification serves as the final revision to the General Note found on Plan Sheet 3 and the already provided question/answer found below.

Clarification: Prime & Tack Coat use of MC-30 – Bidders are to use MC-30 during paving of this project. Within the TxDOT right-of-way, the Contractor is to set up traffic control to allow for one-way traffic either way and give ample enough time for the MC-30 to set. Within the City right-of-way, the Contractor is to set up traffic control which will need to completely close the residential roadway for an 8 hour period. After the 8 hour period, the Contractor will then change the traffic co traffic" situation for the next 48 hours to allow for additional time for the MC-30 to set. This clarification serves as the final clarification to the Quantity Summary Plan Sheet 5 and the already provided question/answer found below.

Clarification: Paving & Concrete General Note No. 16 – The intent of this general note is to inform the Bidders that the existing subdivision was developed primarily using a previous curb & gutter standard detail that the proposed work details that the Contractor will have to tie-in to, and any existing curb during construction is to be replaced in kind to equal or better condition. This clarification works in conjunction with the already provided question/answer found below about the use of the curb & gutter standard detail found on Plan Sheet 45.

Clarification: Proposal, Demolition Item, Pay Item No. 2 – Unclassified Basin Excavation – The 6 inches of excavation material needing to be removed to place the requested 6 inches of topsoil on all areas of the basin is not part of the quantity given for this pay item and is considered subsidiary to the basin excavation and final grading/stabilization. Bidders are requested to bid the quantity give in the new Proposal being issued with the Addendum No. 1. A supplemental Plan Sheet 24(A) has been prepared with additional existing contours to assist the Bidders during bidding.

Clarification: Proposal, Demolition Item, Pay Item No. 1 – Unclassified Roadway Excavation – The unclassified roadway excavation is defining the excavation depth to be approximately less than or equal to 12 inches of excavated material but does not include the existing asphalt pavement depth.

Clarification: Proposal, Demolition Item, Pay Item No. 3 – Removal & Disposal of Existing Unclassified Pavement – The removal & disposal of existing unclassified pavement is defining the removal of the existing asphalt pavement layer by any means other than by milling.

Clarification: Proposal, Paving Item, Pay Item No. 2 – 7" Jointed Concrete Pavement – The pay item and quantity refers to the 7-inch concrete pavement that is proposed at the Madison Street and California Avenue intersection. The concrete pavement at this location does not require rebar, but does require fiber reinforcement. Bidders are provided Plan Sheet 45 for guidance to its installation.

Question – What is the estimate for this project, Bid Bond?
Answer – $1.4 million – $1.7 million.

Question – Will digital plans be provided pre-bid?
Answer – No.

Question – Plan sheet 3, GN #7 has a typo "forty ei
Answer – Noted. The note should read "EIGHT (48) HOURS." This has been corrected in the sheet revisions attached to this Addendum 01.

Question – Plan sheet 3, GN #18, 5 #'s / cy of fibe
Answer – This has been revised to 3 LBS/CY of fiber reinforcement as stated in the proceeding clarifications in this Addendum 01.

Question – Plan sheet 3, M #1, calls for the milling under?

Answer – Noted. This note should call for milling apply to the portions of California Avenue and North Tyler Street identified by Demolition Note H on Sheet 06 of the Construction Drawings. This has been corrected in the sheet revisions attached to this Addendum 01. This is also covered by Demolition Bid Item #4 of the Proposal in the Bid Packet. Demolition Note J on Sheet 06 of the Construction Drawings will apply to the pavement removal on Cloverdale Road, and this is covered by Demolition Bid Item #3 of the Proposal in the Bid Packet.

Question – Plan sheet 3, cy of Fiber, is this correct? P & C #5, 3 #'s /

Answer – This has been revised to 3 LBS/CY of fiber reinforcement as stated in the proceeding clarifications in this Addendum 01.

Question – Plan sheet 5, deletes AE-P from the prime & tack, can AE-P be used on Cloverdale & California which will be under traffic?

Answer – No, City does not want AEP used on this project. See previous clarification in this Addendum 01 for additional information about this topic.

Question – Plan sheet 6, when will the power poles & cable be relocated?

Answer – Oncor has stated that they expect their power poles to be relocated within the next 4 – 7 weeks. The status of the cable line relocation at the basin is currently unknown.

Question – With the excavation by elevations identified on all the P & P sheets?

Answer – Yes. Additional existing contour labels were added in addition to those already existing in the sheet revisions attached to this Addendum 01.

Question – Are existing elevations for the CL / left / right available?

Answer – Existing elevations are indicated by the plan and profile sheet contours, both in plan view and profile view. Additional existing contour labels were added in addition to those already existing in the sheet revisions attached to this Addendum 01.

Question – Sheet 24, are existing contours / elevations available for the pond?

Answer – This information has been included with the addition of Sheet 24(A) as part of this Addendum 01.

Question – Utility excavations show rock 18" to 72" below the pond are

Answer – There are no cores for this project.

Question – Utility excavations show rock throughout the project, are cores available on the streets / alley?

Answer – There are no cores for this project.

Question – Plan sheet 30, the C & G detail is deleted, sheet 45, detail 205 is the same as the deleted, what is required?

Answer – The City Detail 205 shown on sheet 45 is required.

Question – Bid item 2M, where are the mailbox foundations that remove?
Answer – The location of mailboxes that are to be relocated are indicated on Sheets 08 and 11 of the construction drawing set and consist of 4 mailboxes on Madison Street and 1 on California Street between Madison Street and Tyler Street. Mailbox Note 1 on Sheet 23 also refers to the relocation of the mailbox foundations. The symbol used to identify these mailbox locations are the plan sheets' KEY LEGEND.

Question – Bid item #2D does it include an additional 6" excavation for the
Answer – No. Per the previous clarification in this Addendum 01, this additional excavation and placement of top soil for the basin' considered subsidiary to the other Proposal bid items for this project.

Question – Bid item 3D, is this area in the excavation sy?
Answer – Demolition Bid Item 1 refers to the removal of material beneath the existing pavement. Demolition Bid Item 3 refers to the removal of the existing pavement itself. So removal of asphalt, concrete, etc. would fall under Demolition Bid Item 3, but the excavation of the material beneath this would fall under Demolition Bid Item 1.

Question – Is all milling property of the contractor?
Answer – Yes.

Question – Bid item 4D, 2" mil – 634 sy, Plan sheet 262 – 617 sy, correct Plan sh quantity?
Answer – 634 SY is the correct quantity for Demolition Bid Item 4. Disregard the other quantities listed for this bid item in the construction drawing set.

Question – Bid item 18P, where & what spacing are the tabs?
Answer – Tab alignment locations are to match the existing striping on Cloverdale Road, and the tab spacing is to be per the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

Question – Does the City want rebar reinforcing in any of the concrete?
Answer – In addition to the fiber reinforcement called for, fillets and valley gutters are to also have rebar reinforcement as per City Details 218(A) and 218(B) on Sheet 33 of the Construction Drawings.

Question – The TxDOT Details provided on Plan Sheets 39, 40, 41 and 42 are for a cast in place curb inlet. Can the curb inlet used in the project be a precast curb inlet?
Answer – Yes, a precast curb inlet may be used in leu of constructing a cast-in-place curb inlet.

Question – The TxDOT Detail provided on Plan Sheet 43 is for a box culvert installation and may not apply. Please, clarify the TxDOT Detail needed to construct a pipe headwall applies instead?

Answer – Yes, the construction of a headwall for a pipe is what is needed for the headwall within the basin. The appropriate TxDOT details have been included with this Addendum 01 as described in the previous clarification in this same addendum.

Question – If the new TxDOT detail turns out to be for a pipe headwall, are you going to require safety end treatments for them?

Answer – Yes, safety end treatments will be required for the project and are included as part of the Headwall bid item. The Pay Note for the Headwall bid item has been revised to reflect this as described in the previous clarification in this addendum.

Question – The Phasing Exhibit provided shows a different project limit, by the color coding, than what is show on Plan Sheet 6 and Plan Sheet 17. Please, clarify which is correct?

Answer – The project limits that should be observed by the Contractor during the construction of the project should be the limits shown on Plan Sheets 6 and 17.

Question – Among the demolition pay items within the Proposal, Pay Item No. 4 and No. 5 seem to have their quantities, descriptions and pay notes crisscross. Please, clarify?

Answer – The proper placement of the quantity, description and pay note will be provided to the bidders in Addendum No. 1.

Question – On Cloverdale, Sheet 6, Note J calls for the removal of asphalt & base. Is the removal for asphalt? Or, are we replacing the base also? And, if the base is replaced, 6"?

Answer – Demolition Note J on Sheet 06 of the Construction Drawings will apply to the pavement removal and unclassified roadway excavation on Cloverdale Road, and this is covered by Demolition Bid Item No. 3 and Demolition Bid Item No. 1 of the Proposal in the Bid Packet. The Contractor will place 8 inches of flexible base when reconstructing the roadway.

Question – Will the City consider payment to the Contractor for remobilization into the area for the completion of work if the franchise utilities are still in conflict?

Answer – At the time of construction, the City and the Contractor may use provisions provided in the General Conditions of the Contract Documents to address the given situation if it should arise.

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: Park Avenue Heights 2 Paving Project

Project Number: PU19-01

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	8 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	5 EA	Relocate Mailbox Foundation, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note M2)	$_____	$_____
3)	8 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____	$_____
4)	8 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____	$_____
5)	8 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M5)	$_____	$_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	2,230 SY	Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note M6)	$_____	$_____
7)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note M7)	$_____	$_____
Total Miscellaneous Items 1-7		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	18,607 SY	Unclassified Roadway Excavation (Depth ≤ 12”), complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D1)	$_____	$_____
2)	3,755 CY	Unclassified Basin Excavation, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D2)	$_____	$_____
3)	7,653 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D3)	$_____	$_____
4)	634 SY	2” Milling Unclassified Asphalt Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
5)	122 SY	Removal & Disposal of Existing Unclassified Concrete Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D5)	$_____	$_____
6)	815 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D6)	$_____	$_____
7)	55 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D7)	$_____	$_____
Total Demolition Items 1-7		$_____		

Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	2 EA	Reinforced Concrete Headwall, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD1)	$_____	$_____
2)	6 EA	5'x5' Reinforced Concrete Curb Inlet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD2)	$_____	$_____
3)	377 SY	Rock Rip-Rap (Min. 12" Thick, Rock Size 6" – 9.92" Per Plans), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD3)	$_____	$_____
Total Storm Drain Items 1-3		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	19,242 SY	Subgrade Preparation (Depth ≤ 6”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	440 SY	7” Jointed Concrete Pavement, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P2)	$_____	$_____
3)	1,723 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P3)	$_____	$_____
4)	339 TON	3” Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P4)	$_____	$_____
5)	74 SY	Concrete-Asphalt Pavement Transition Sleeper Slab, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P5)	$_____	$_____
6)	18,607 SY	8” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P6)	$_____	$_____
7)	3,133 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P7)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	205 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P8)	$_____	$_____
9)	369 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
10)	339 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P10)	$_____	$_____
11)	178 SY	6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P11)	$_____	$_____
12)	716 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P12)	$_____	$_____
13)	4,940 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P13)	$_____	$_____
14)	592 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P13)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	221 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P14)	$_____	$_____
16)	9 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P15)	$_____	$_____
17)	23 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P15)	$_____	$_____
18)	1 LS	Pavement Marking Tabs, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P16)	$_____	$_____
Total Paving Items 1-18		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Storm Drain Items	$_____
4. Paving Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within _240_ 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

_____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.

_____

Name of Contractor

_____

Submitted By Print Name and Title

_____

Mailing Address

_____

City State Zip

PAY NOTES

Park Avenue Heights 2 Paving Project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Relocate Mailbox Foundation	M2
3	Erosion/Sediment Control	M3
4	Traffic Control	M4
5	Job Site Safety	M5
6	Seeding & Stabilization	M6
7	Spray Watering	M7
Demolition Items		
1	Unclassified Roadway Excavation (Depth ≤ 12")	D1
2	Unclassified Basin Excavation	D2
3	Removal & Disposal of Existing Unclassified Pavement	D3
4	2" Milling Unclassified Asphalt Pavement	D4
5	Removal & Disposal of Existing Unclassified Concrete Pavement	D5
6	Removal & Disposal of Existing Concrete Curb & Gutter	D6
7	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D7
Storm Drain Items		
1	Reinforced Concrete Headwall	SD1
2	5'x5' Reinforced Concrete Curb Inlet	SD2
3	Rock Rip-Rap (Min. 12" Thick, Rock Size 6" - 9.92" Per Plans)	SD3
Paving Items		
1	Subgrade Preparation (Depth ≤ 6")	P1
2	7" Jointed Concrete Pavement	P2
3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P3
4	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P4
5	Concrete-Asphalt Pavement Transition Sleeper Slab	P5
6	6" Flexible Base (Type A, Grade 4)	P6
7	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P7
8	Tack Coat (MC-30, 0.10 Gal / SY)	P8
9	6" Concrete Fillet	P9
10	6" Concrete Valley Gutter	P10
11	6" Concrete Alley Approach	P11
12	6" Residential Concrete Driveway Approach	P12
13	Type A Concrete Curb & Gutter	P13
14	Type C Concrete Curb & Gutter	P13
15	Concrete Pedestrian Access Ramp	P14
16	Manhole Ring & Cover Adjustment	P15
17	Water Valve Box Ring & Cover Adjustment	P15
18	Pavement Marking Tabs	P16

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 Relocate Mailbox Foundation per the construction drawings and City of Midland standards and specifications, including all structure removal, foundation placement, and appurtenances. Measurement and payment to be made per each existing mailbox foundation removed and new mailbox foundation set.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M4 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.

M5 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.

M6 Includes the necessary equipment, labor, materials, and incidentals for Seeding & Stabilization per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all seeding and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

M7 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

D1 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. Measurment and payment to be per square yard measured along the ground surface.

D2 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. Measurment and payment to be per cubic yard of material removed.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D4 Includes the necessary equipment, labor, materials, and incidentals for Milling Unclassified Asphalt Pavement per the construction drawings and City of Midland standards and specifications, including all appurtenances. Pavement material is to be removed in its entirety at the indicated depth. No additional compensation will be made for increased pavement depth removal. Pavement edges are to be clean, straight, and clearly defined edges free of breaks. Measurement and payment to be made per square yard measured along the ground surface.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Concrete Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the back of curb.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Reinforced Concrete Headwall per the construction drawings and City of Midland standards and specifications, including all formes, reinforcment, safety end treatments, placement, sealing, finishing, and appurtenances. Measurement and payment to be made per each concrete headwall installed.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Reinforced Concrete Curb Inlet per the consturction drawings and City of Midalnd standards and specifications, including all embedment, base, forms, reinforcement, placement, sealing, finishing, necessary testing, and appurtenances. Measurement and payment to be made per each curb inlet installed.

SD3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Rock Rip-Rap per the consturction drawings and City of Midland standards and specifications, including all excavation, erosion control or filter blankets, placement, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation 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.

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Jointed Concrete Pavement per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P3 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.

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 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.

P5 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete-Asphalt Pavement Transition Sleeper Slab per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P9 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Alley Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the alley approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P14 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P15 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P16 Includes the necessary equipment, labor, materials, and incidentals for placing Pavement Marking Tabs per the construction drawings and City of Midland standards and specifications including all measurements, marking, placement, and appurtenances. Markings placed are to match existing pre-consturction striping on Cloverdale Road and are to be placed once Cloverdale Road is repaved. Measurement and payment to be made per lump sum for all markings placed.

SPECIFICATIONS

Project Name: Park Avenue Heights 2 Paving Project
Project Number: PU19-01

MAYOR

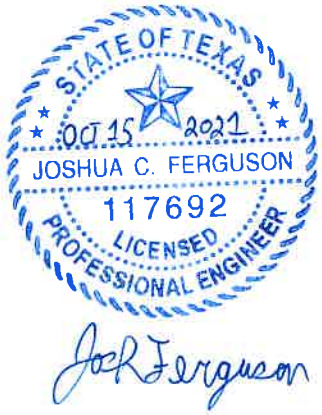
Patrick Payton

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

ENGINEERING SERVICES DIRECTOR

Jose Ortiz



Prepared by City of Midland, Texas
Engineering Services Division

October 2021

CITY OF MIDLAND
PARK AVENUE HEIGHTS 2 PAVING PROJECT
PROJECT NUMBER: PU19-01
APRIL 2021

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2	MASTER LAYOUT / SITE MAP
3 THRU 4	GENERAL NOTES
5	QUANTITY SUMMARY
6	DEMOLITION PLAN
7	TYPICAL SECTIONS
8	CALIFORNIA AVENUE PAVING PLAN
9	LEE STREET & ALLEY PAVING PLAN
10	TYLER STREET PAVING PLAN
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30 THRU 38	PAVING DETAILS
39 THRU 43	STORM DRAIN DETAILS
44	PAVING DETAILS
45	ADDITIONAL PAVING DETAILS

MAYOR

PATRICK PAYTON

COUNCIL MEMEBERS

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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 SERVICE DIRECTOR
JOSE E. ORTIZ

CITY ENGINEER
MATT C. CARR, P.E.
OFFICE: (432) 685-7286

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

MIDLAND Engineering Services

7.304
TDLR REVIEW REQUIRED

CITY OF MIDLAND
APPROVED AS NOTED
08.23.2021
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

CONTRACTOR _____

DATE CONTRACTOR BEGAN

WORK _____

DATE WORK WAS COMPLETED _____

DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

SUBMITTED 9/29/21

Jose Ferguson
ENGINEER

RECOMMENDED 9/29/21

Matt Carr, P.E.
CITY ENGINEER

RECOMMENDED 9/29/21

ENGINEERING SERVICES DIRECTOR

STATE OF TEXAS
ANDREW L. MELLEN
106572
PROFESSIONAL ENGINEER

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BY	APPR.	DATE

Δ REVISIONS

DRAWN BY: JAR
CHECKED BY: CRT
APPROVED BY: ALM
DATE: 5/12/2020
JOB: 200069

MIDLAND Engineering Services

COVER SHEET

PARK AVENUE HEIGHTS 2
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MIDLAND, TEXAS

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PACKET
November 16, 2021

GENERAL NOTES

BENCHMARK:

ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.

GENERAL:

1. 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.
2. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING [CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POT HOLES, RECENT EXCAVATIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS]. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
3. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING [CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POT HOLES, RECENT EXCAVATIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS]. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
4. 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.
5. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO ATTENTION OF PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.
6. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACT MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLNAD FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
7. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (2) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTURCTION ACTIVITY PERFORMED BY CONTRACTOR.
8. MATERIAL STORAGE IS TO BE PLACED IN PARK AVENUE HEIGHTS 2 WORK ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN. MATERIAL STORAGE IS TO NEVER BE PLACED IN CLOVERDALE ROAD RIGHT-OF-WAY.
9. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
10. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.
11. 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.
12. EXISTING ALIGNMENT IS CONSTRUCTION STAKING CONTROL ON CLOVERDALE ROAD ONLY, ALL OTHER ALIGNMENTS TO BE PER CONSTRUCTION DRAWINGS. ESTABLISH REFERENCE POINTS FOR CONTROL PRIOR TO REMOVING EXISTING.
13. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.
14. ALL DIMENSION BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.
15. ALL FITTINGS INSTALLED ARE TO BE WRAPPED.
16. 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.
17. 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.
18. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 5.0 POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (5.0 LBS / 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
19. ALL CONCRETE PAVEMENT, FILLET, VALLEY GUTTER, APPROACH, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.
20. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
21. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.

EXISTING INFRASTRUCTURE:

1. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE, BOTH PUBLIC AND PRIVATE (INCLUDING CAST IRON FEATURES), FROM ANY DAMAGE DUE TO CONSTRUCTION ACTIVITY NOT CALLED FOR IN THE CONSTRUCTION DRAWING SET. THE CONTRACTOR WILL REPLACE OR REPAIR, AS DIRECTED BY THE CITY, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEMS.
2. REPLACEMENT OF CAST IRON RING & COVER (R&C) AND VALVE BOXES WILL BE ACCOMPLISHED BY REMOVING ALL NECESSARY CONCRETE/ASPHALT AND SALVAGING THE EXISTING R&C AND VALVE BOX (PRIOR TO THE MILLING OPERATION). UPON COMPLETION OF THE REMOVAL, THE AFFECTED AREAS WILL BE PLATED AND PREPARED FOR ASPHALT PLACEMENT. ONCE THE ASPHALT SURFACE COURSE HAS BEEN COMPLETED, THE ASPHALT WILL BE SAW CUT AND THE R&C OR VALVE BOX ADJUSTED TO THE APPROPRIATE GRADE AND CONSTRUCTED IN ACCORDANCE WITH STANDARD CITY SPECIFICATIONS. CONCRETE AROUND ALL COVERS WILL BE AT LEAST 1.0' WIDE MEASURED FROM THE EDGE OF UTILITY COVER TO OUTER EDGE OF CONCRETE RING.
3. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
4. ALL EXISTING MANHOLES AND VALVES MUST BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
5. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
6. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.
7. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
8. 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.
9. SURVEY CONTROL POINTS.
   CONTROL POINT GENERALLY LOCATED MIDWAY BETWEEN CALIFORNIA AND CLOVERDALE AS WELL AS MIDWAY BETWEEN BUNCHE AND MADISON.

N: 10692114.726
E: 1761654.504
ELEV: 2766.914

CONTROL POINT GENERALLY LOCATED ON CARVER STREET MIDWAY FROM CALIFORNIA TO CLOVERDALE

N: 10692174.407
E: 1762150.140
ELEV: 2765.60

MILLING:

1. MILLING AND CLEANING OF EXISTING PAVEMENT. MILL DESIGNATED AREA TO A DEPTH OF 5". USING A SELF-PROPELLED ASPHALT PLANNER. CARE SHOULD BE TAKEN TO ENSURE THAT THE SPECIFIED DEPTH AND CROSS-SLOPE IS MAINTAINED. PERFORM MILLING OPERATION, INCLUDING REMOVAL OF THE MILLED MATERIAL, IN A MANNER THAT PREVENTS DUST AND OTHER PARTICULATE MATTER FROM ESCAPING INTO THE AIR. MILLINGS WILL BECOME THE PROPERTY OF THE CONTRACTOR AND ARE TO BE HAULED AWAY AND DISPOSED OF ACCORDING TO LOCAL, STATE AND FEDERAL REGULATIONS.
2. ENSURE THAT THE MILLED AREA IS FREE FROM GOUGES, CONTINUOUS GROOVES, RIDGES, AND DELAMINATED AREA AND HAS A UNIFORM TEXTURE. CORRECT DEVIATIONS GREATER THAN ¼ INCH IN 16 FT. MEASURED LONGITUDINALLY OR GREATER THAN ¼ INCH OVER THE ENTIRE WIDTH OF THE CROSS SECTION. CORRECT BY LOOSENING, ADDING, OR REMOVING MATERIAL AND RECOMPACT, AS NECESSARY. IF PAVEMENT BELOW THE SPECIFIED MILLING LEVEL BECOMES DISLODGED OR DELAMINATED, REMOVE AND REPLACE. WHEN THE UNDERLYING ROCK BASE IS EXPOSED AFTER MILLING, THE SURFACE SHALL BE FINISHED TO A SMOOTH SURFACE BY BLADING, WATERING, AND COMPACTING. ALL MILLED SURFACES SHALL BE PROOF - ROLLED IN ACCORDANCE WITH CITY OF MIDLAND STANDARDS PRIOR TO THE APPLICATION OF A TACK COAT.
3. ALL AREA IDENTIFIED AS FAILING DURING PROOF - ROLLING SHALL BE REPAIRED PRIOR TO PAVING.
4. EXCEPT WHERE CONCRETE VALLEY GUTTERS EXIST, SAW CUT AT THE LIMITS OF PAVING AT INTERSECTIONS AND AT OTHER LIMITS REQUIRING A NEAT EDGE BETWEEN NEW AND EXISTING PAVEMENT. BLADE AND/OR CLEAN WITH MECHANICAL SWEEPER THE MILLED AREA BEFORE OPENING TO TRAFFIC OR BEFORE THE SUBSEQUENT TACK COAT AND RESURFACING.
5. WHEN THE MILLED SURFACE IS OPENED TO TRAFFIC A "WEDGE" OF MATERIAL WILL BE PLACED LONGITUDINALLY BETWEEN LANES, AT INTERSECTIONS AND AT DRIVEWAYS. THE "WEDGE" WILL BE REMOVED AND PROPERLY DISPOSED OF PRIOR TO PAVING OPERATIONS. MATERIAL WILL BE AS APPROVED BY ENGINEER. THIS WORK WILL NOT BE PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO VARIOUS BID ITEMS. AT TRANSVERSE EDGES OF MILLED AREAS, PROVIDE A SMOOTH TRANSITION FROM THE MILLED SURFACE TO THE EXISTING PAVEMENT.

PAVING AND CONCRETE:

1. PRIOR TO PAVING ACTIVITIES, ALL EXISTING BASE COURSE OR REMAINING MATERIAL WILL BE PROOF ROLLED WITH A MINIMUM 25 TON PNEUMATIC ROLLER.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. USE POLYPROPYLENE FIBER REINFORCING WHEN SPECIFIC AT A RATE OF 5.0 LBS/CY IN LIEU OF WIRE REINFORCING. REBAR REINFORCEMENT ONLY TO BE USED WHEN SPECIFICALLY CALLED FOR ON PLANS.
6. PRIME COAT WILL BE APPLIED AS PER CITY STANDARD SPECIFICATION ON TOP OF ALL PREPARED BASE COURSE SURFACES.
7. TACK COAT WILL BE UNIFORMLY SPRAYED USING THE MATERIALS AND METHODS OUTLINED IN THE CITY OF MIDLAND'S STANDARD SPECIFICATIONS. UNIFORMLY APPLY TACK COAT TO ALL LONGITUDINAL AND TRANSVERSE JOINTS. CORRECT UNCOATED OR LIGHTLY COATED AREAS. BLOT AREAS SHOWING AN EXCESS OF TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND REMOVE BLOTTING MATERIAL BEFORE PAVING.
8. PRIME COAT WILL BE MEASURED BY THE GALLON BEFORE DILUTION. WATER WILL NOT BE MEASURED FOR PAVEMENT.
9. CONSTRUCT HYDRAULIC CEMENT CONCRETE PAVEMENT IN ACCORDANCE WITH CONSTRUCTION DRAWINGS, CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
10. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISHED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.

STATE OF TEXAS
Andrew L. Mellen
ANDREW L. MELLEN
106572
PROFESSIONAL ENGINEER
November 16, 2021

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Δ	REVISIONS	BY	APPR.	DATE
		.	.	.

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CHECKED BY: CRT
APPROVED BY: ALM
DATE: 5/12/2020
JOB: 200069

MIDLAND Engineering Services

GENERAL NOTES

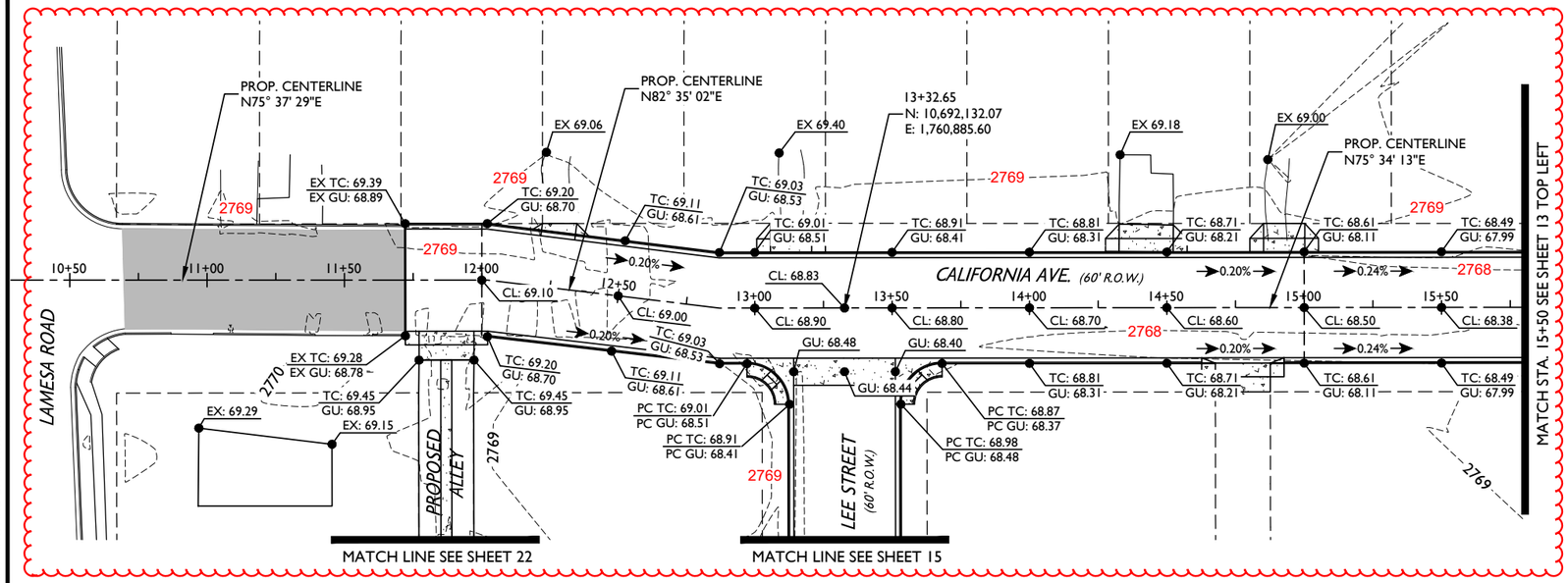
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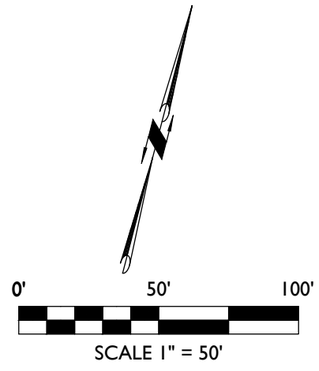
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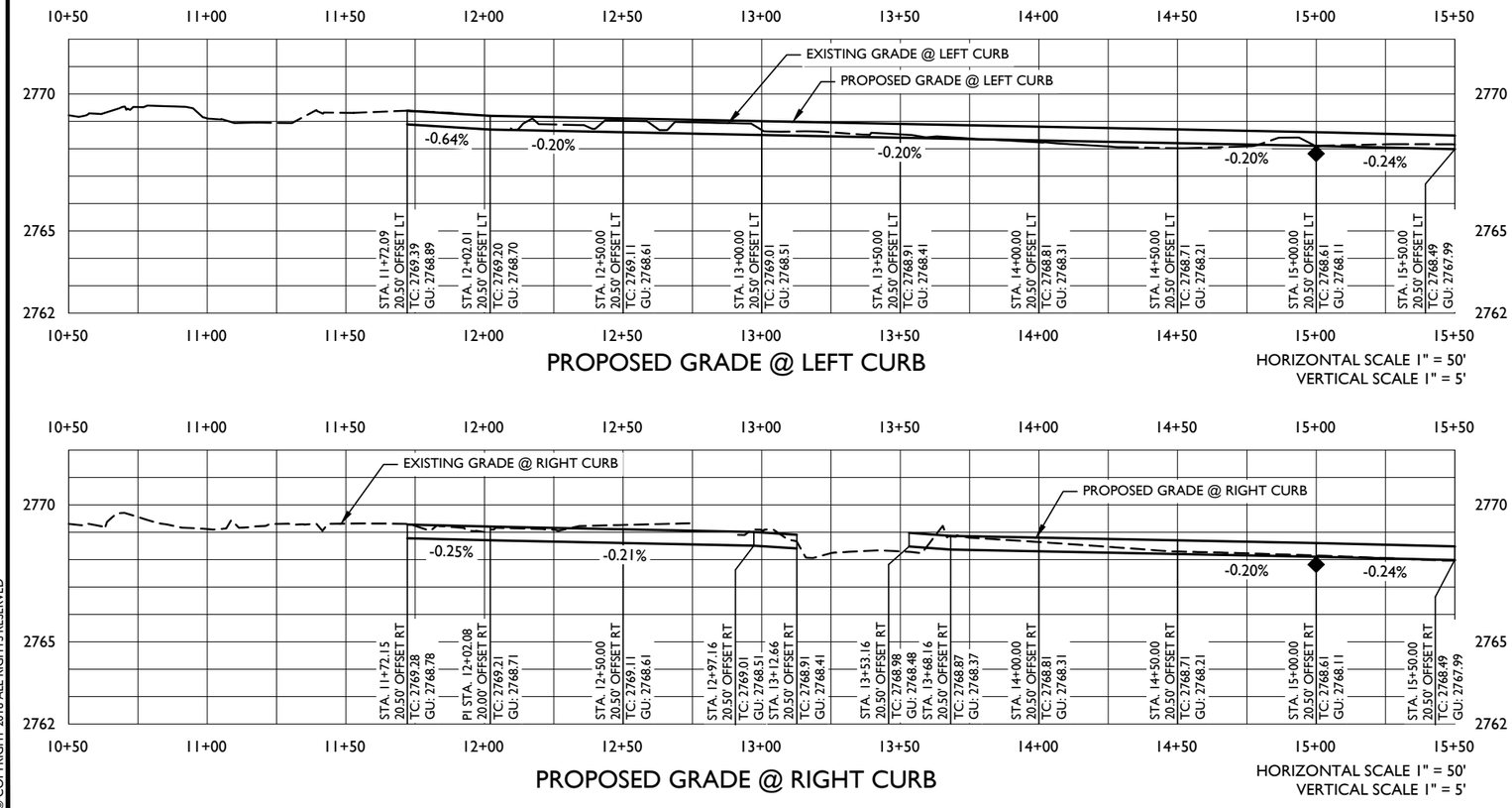
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10.15.2021 [Date] 08.23.2021 [Date]







01

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CITY OF MIDLAND
10.15.2021
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&[Date]

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
04/16/2021

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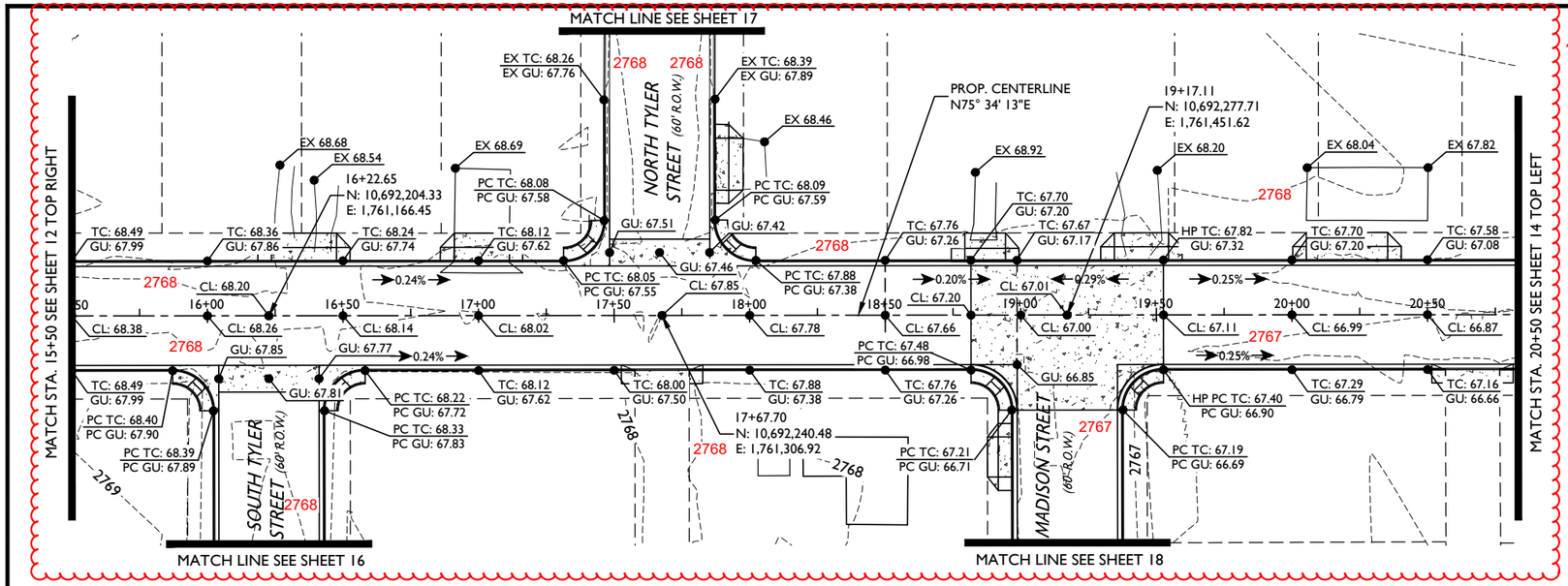
CALIFORNIA AVENUE P&P
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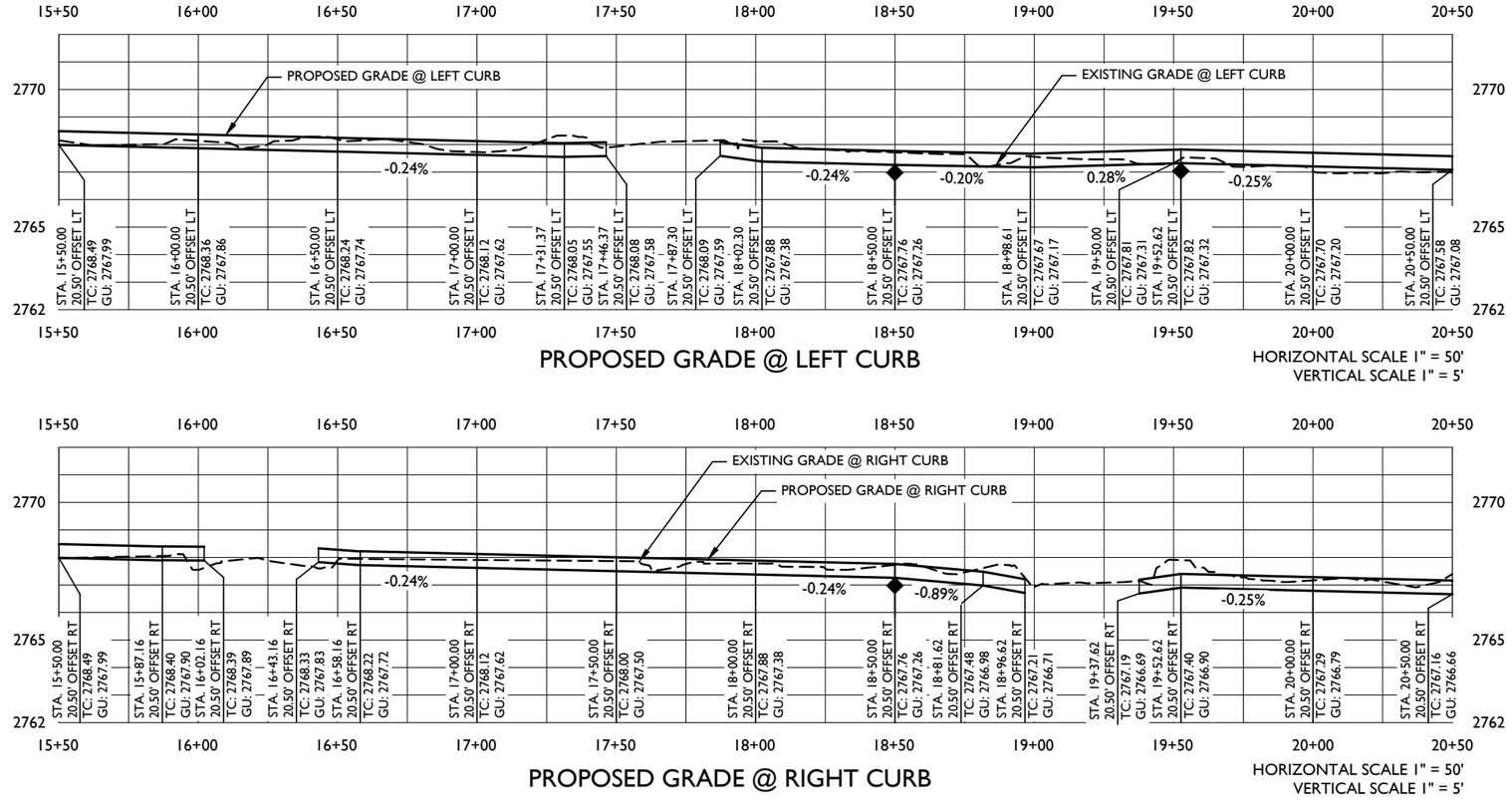
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0' 50' 100'

SCALE 1" = 50'

NOTE: ROAD TRANSITIONING FROM CROWN TO SUPER ELEVATION BEGINNING AT STATION 18+50 TO 25+00. SEE SHEET 07 ON SECTION.



01

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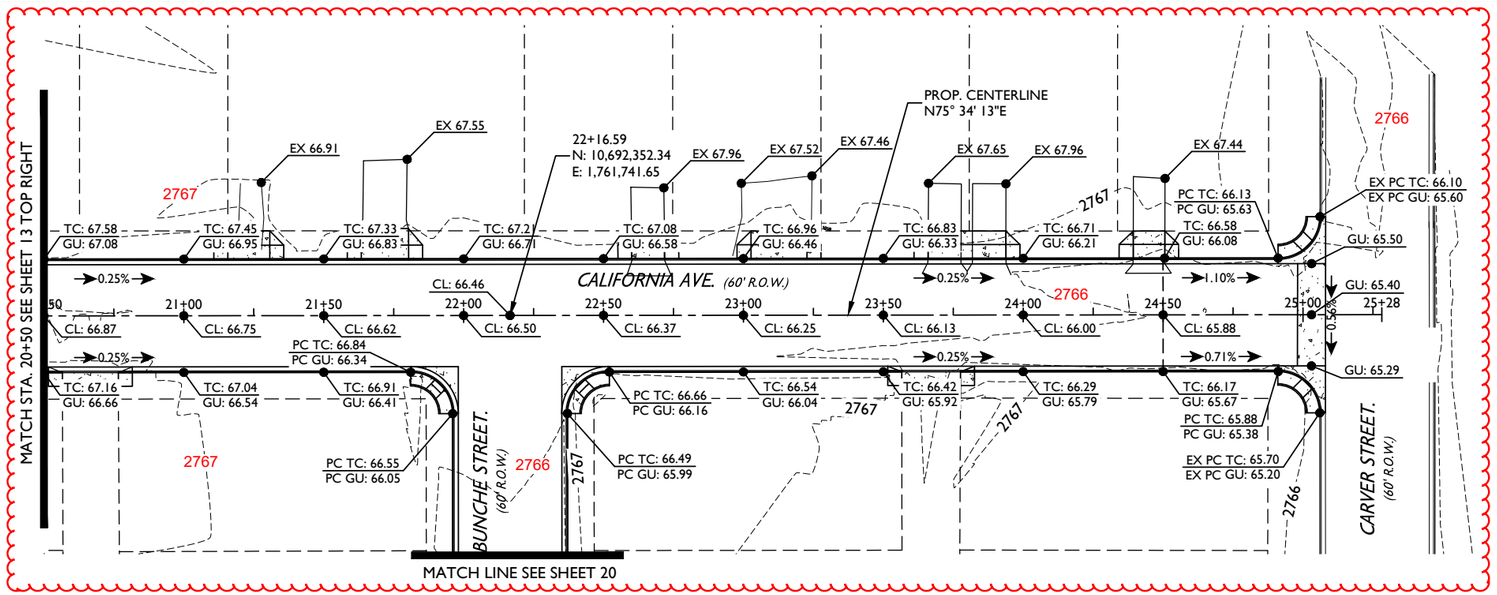
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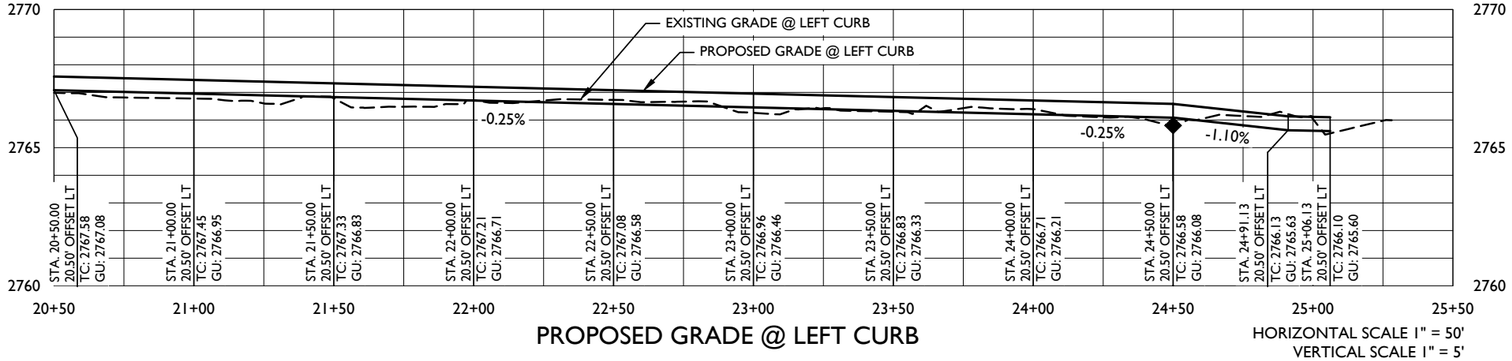
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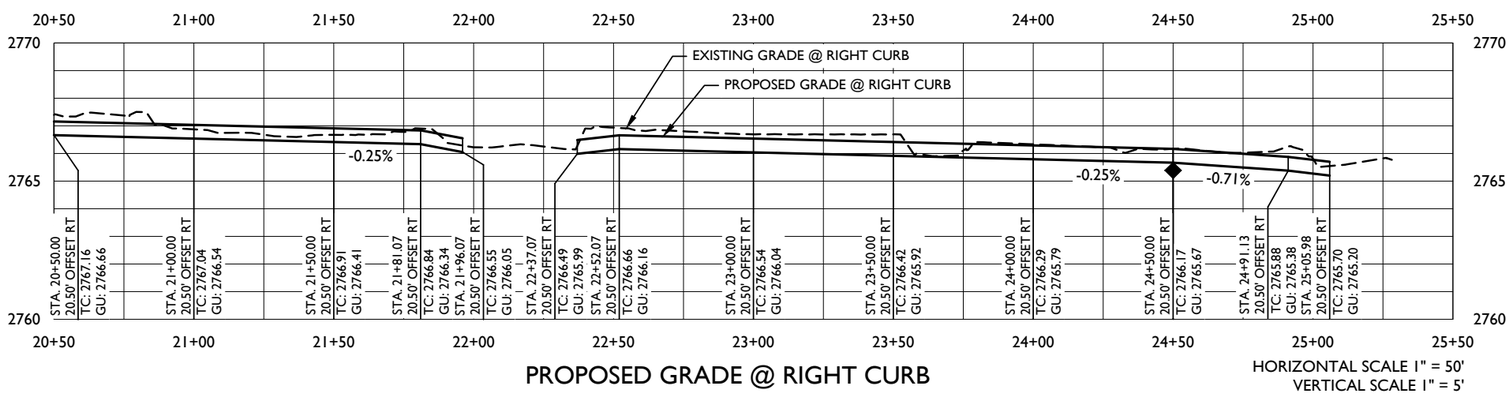
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MIDLAND, TEXAS

13







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0' 50' 100'

SCALE 1" = 50'

01

ENGINEERING [Date] APPROVED AS NOTED CITY OF MIDLAND 10.15.2021

ENGINEERING [Date] APPROVED CITY OF MIDLAND 08.23.2021

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 04/16/2021

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CALIFORNIA AVENUE P&P

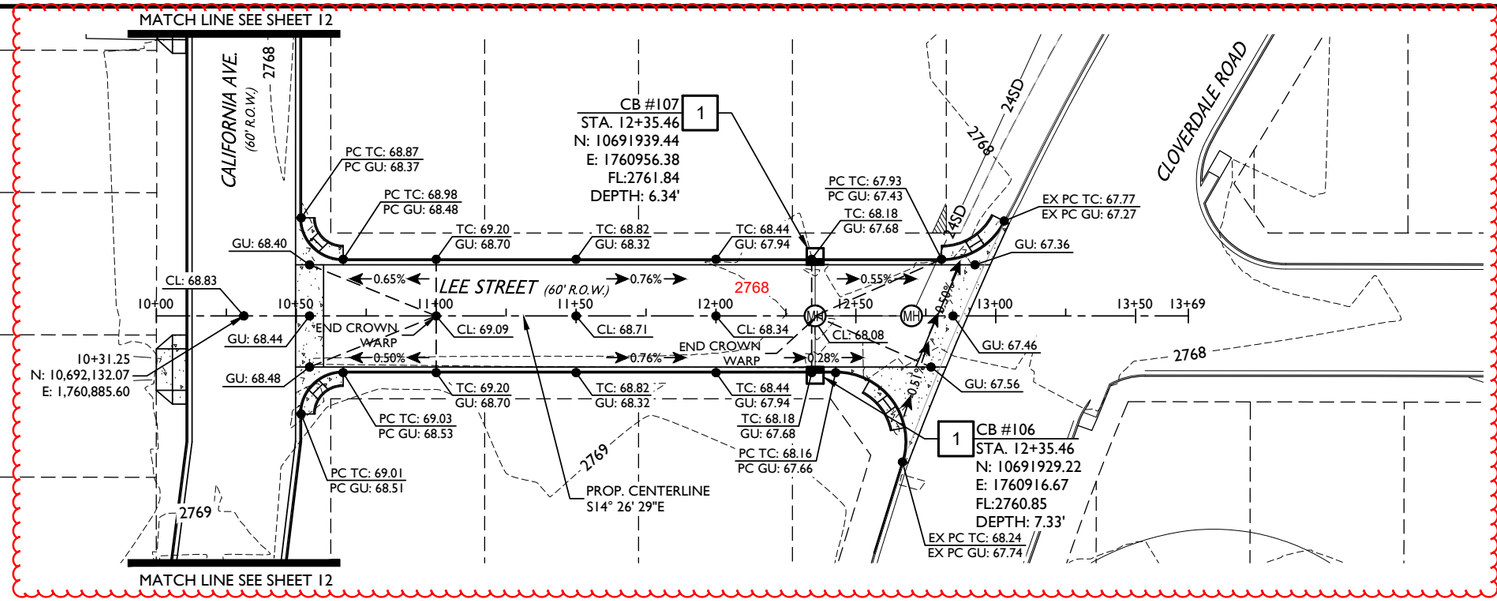
PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

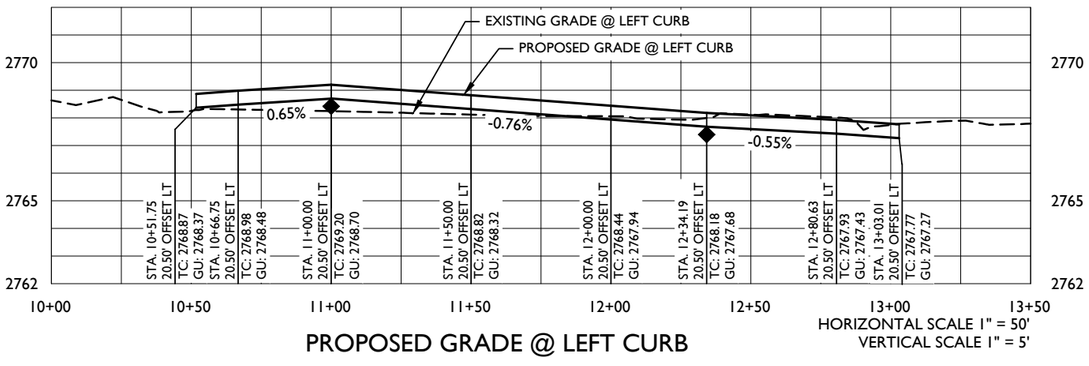
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14

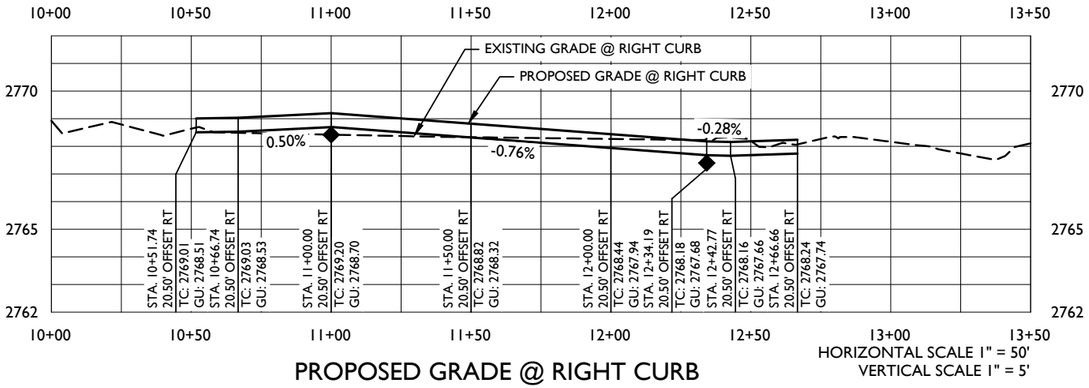
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F:\2020\200069- CITY OF MIDLAND-PARK AVENUE HEIGHTS 2\DRAWINGS\CIVIL CONSTRUCTION PLANS\P&P\200069 14 CALIFORNIA AVE P&P.DWG

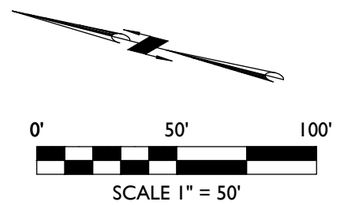




PROPOSED GRADE @ LEFT CURB



PROPOSED GRADE @ RIGHT CURB



STORM DRAIN CONSTRUCTION NOTES:

TYP. 1. REMOVE PLUG & INSTALL 5'x5' TxDOT CURB INLET SEE SHEET C39 THROUGH C42. FLOWLINE PER PLAN. SET BOX INVERT AT THE SAME DEPTH OF CONNECTED LATERAL. CURB INLETS TO BE INSTALLED WITH PAVING PROJECT. STORM LATERAL, MANHOLES AND PLUG WERE INSTALLED DURING UTILITY PHASE.

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LEE STREET P&P

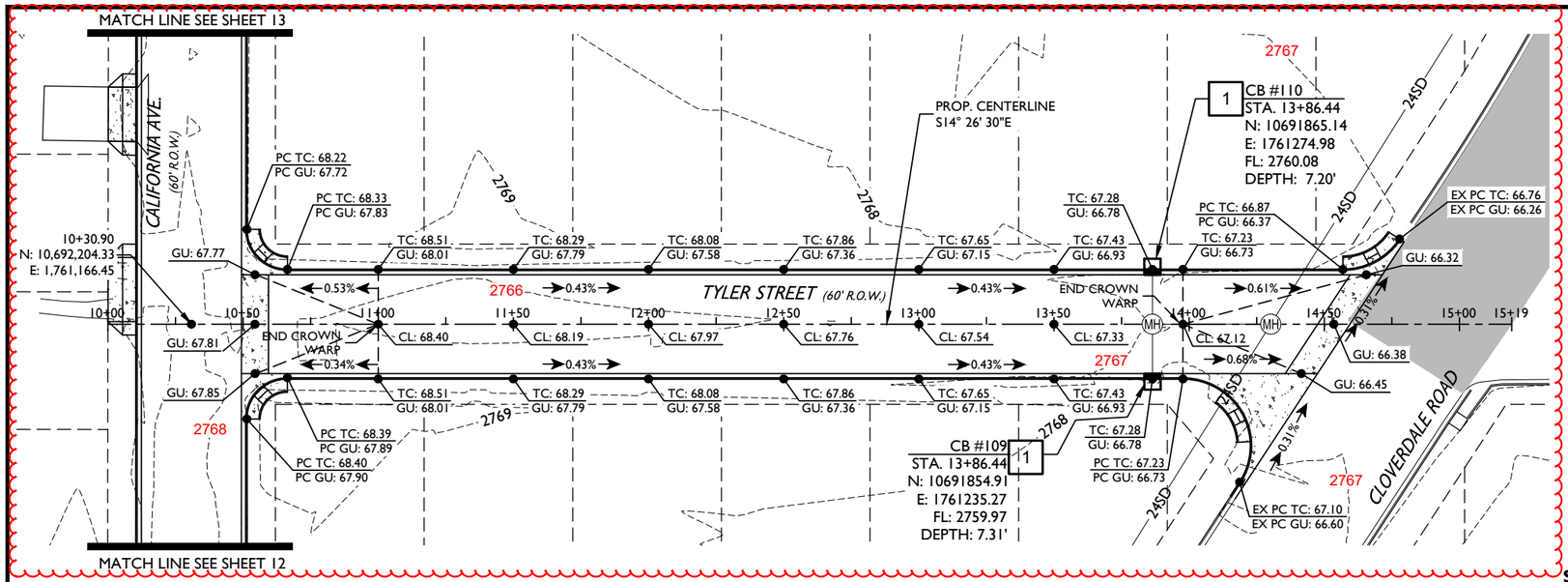
PARK AVENUE HEIGHTS 2
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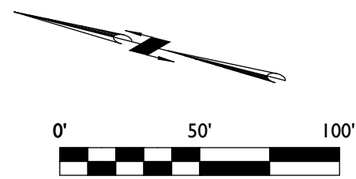
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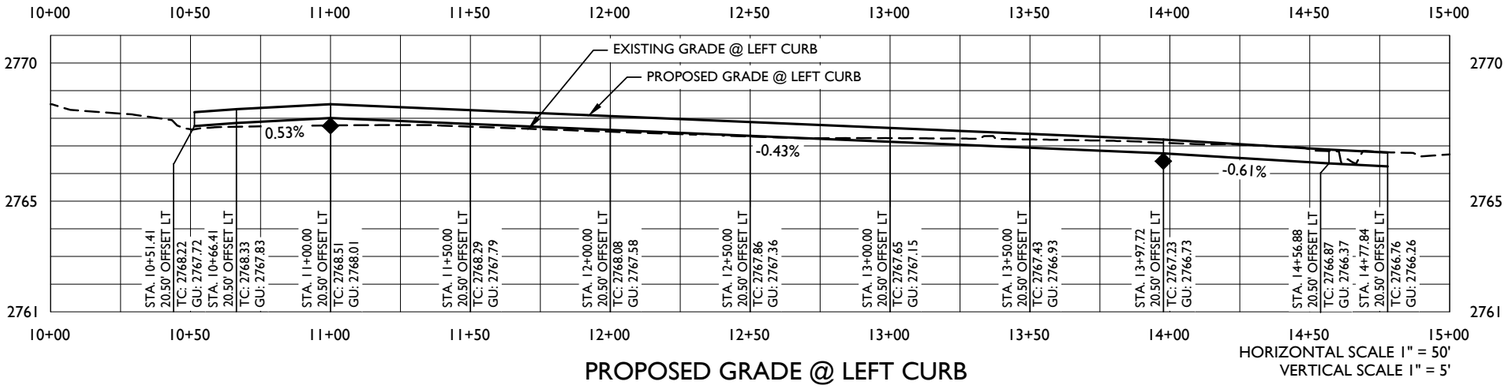


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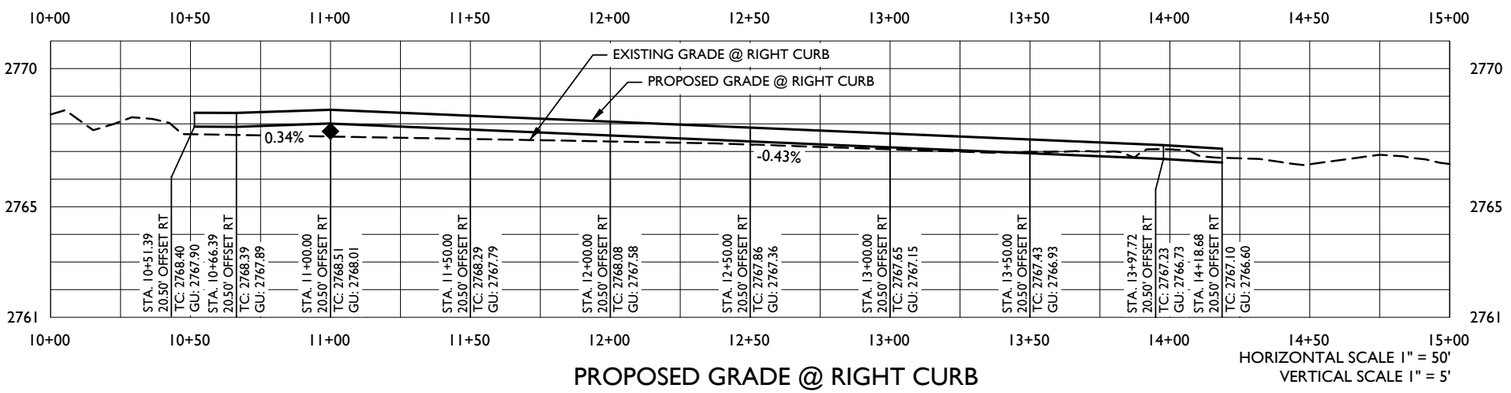
STORM DRAIN CONSTRUCTION NOTES:

TYP. 1. REMOVE PLUG & INSTALL 5'x5' TxDOT CURB INLET SEE SHEET C39 THROUGH C42. FLOWLINE PER PLAN. SET BOX INVERT AT THE SAME DEPTH OF CONNECTED LATERAL. CURB INLETS TO BE INSTALLED WITH PAVING PROJECT. STORM LATERAL, MANHOLES AND PLUG WERE INSTALLED DURING UTILITY PHASE.



PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'

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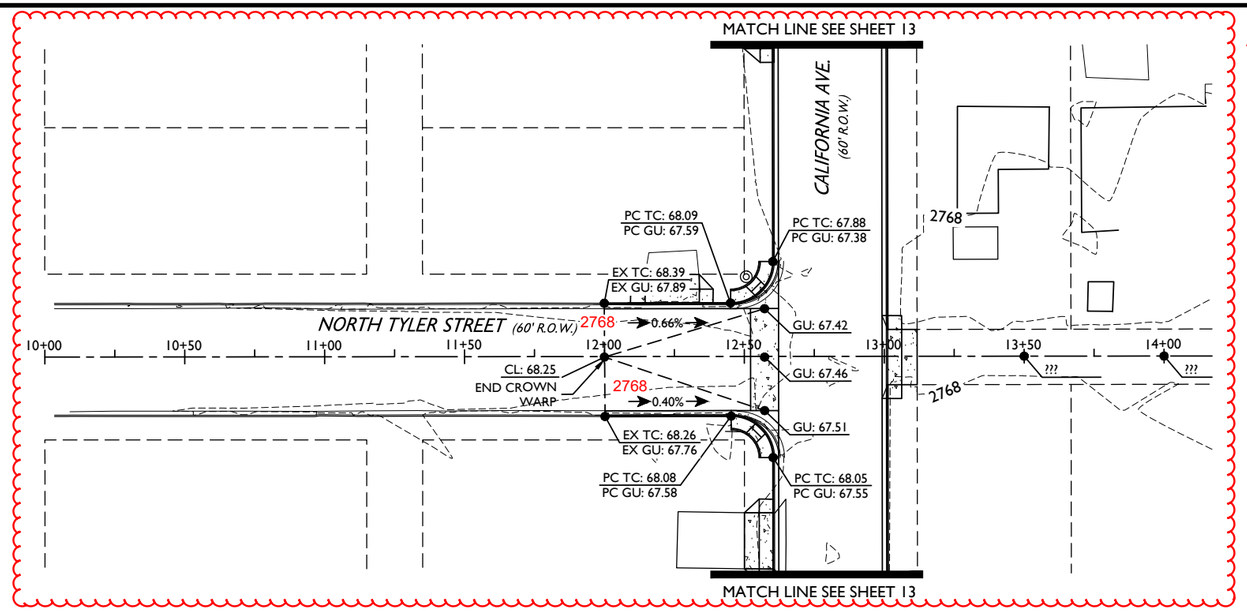
SOUTH TYLER STREET P&P
PARK AVENUE HEIGHTS 2
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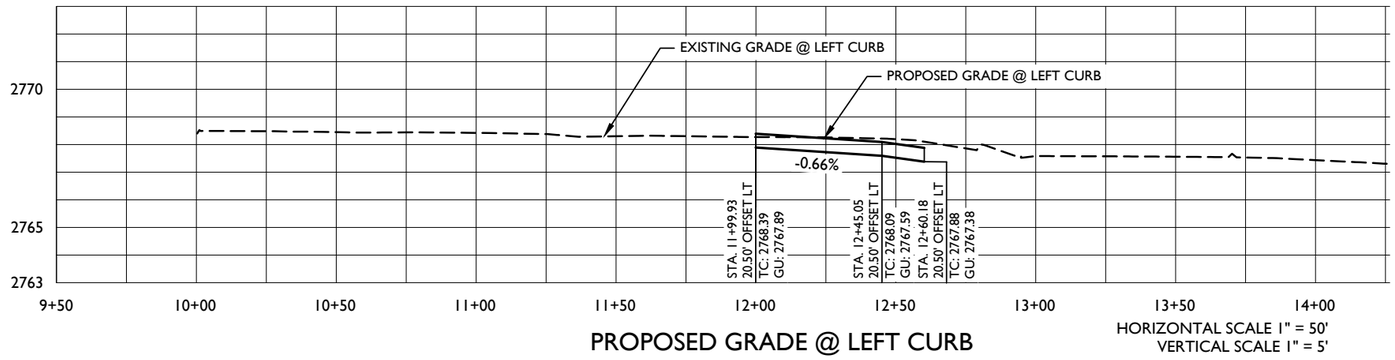
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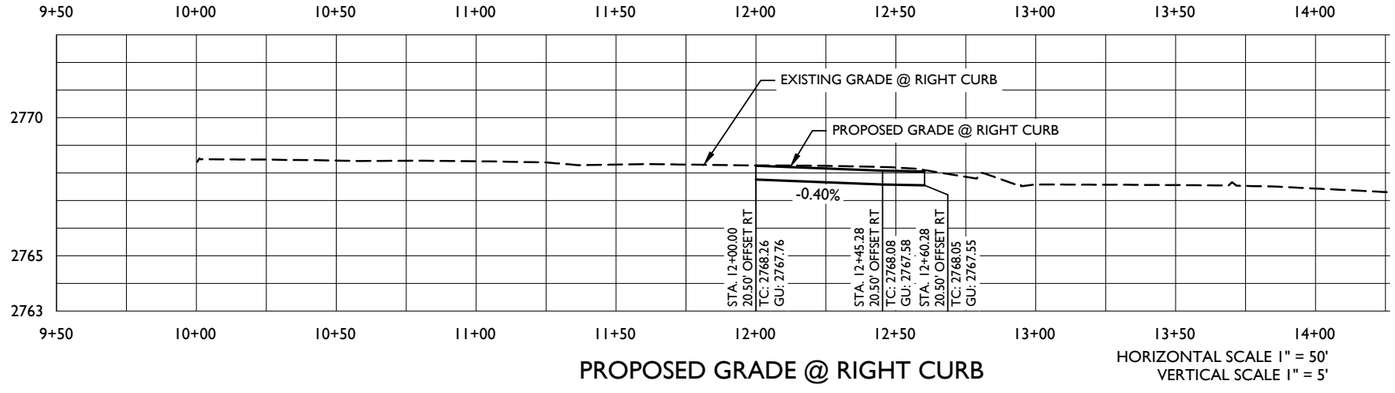
0' 50' 100'

SCALE 1" = 50'



PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'

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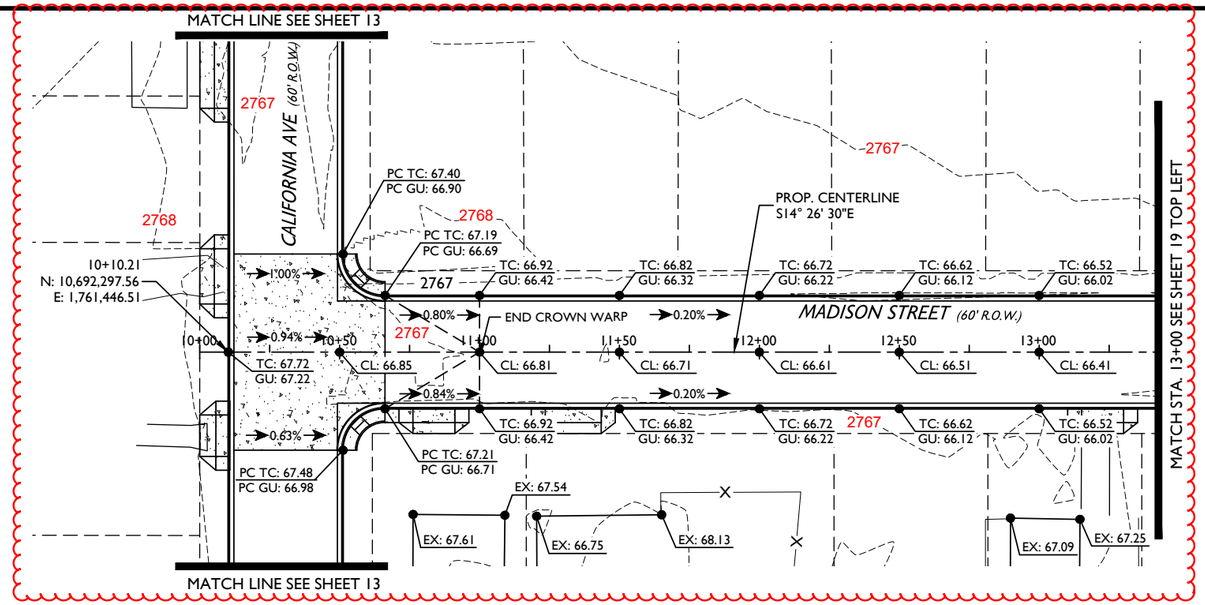
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NORTH TYLER STREET P&P

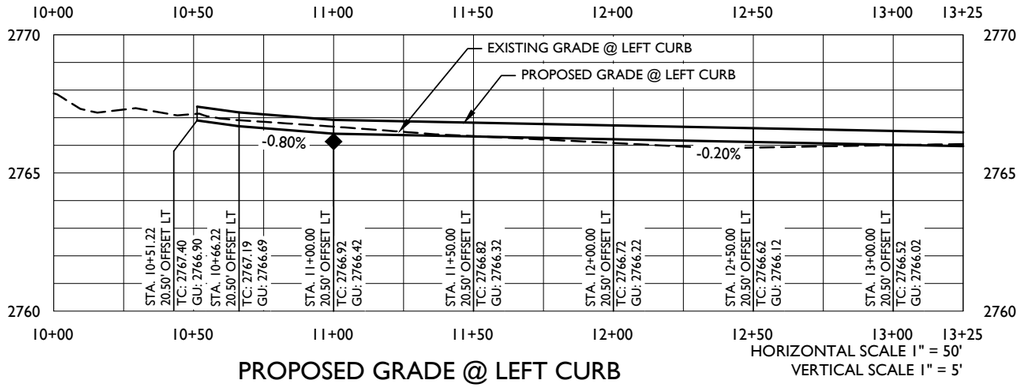
PARK AVENUE HEIGHTS 2 PUBLIC IMPROVEMENTS

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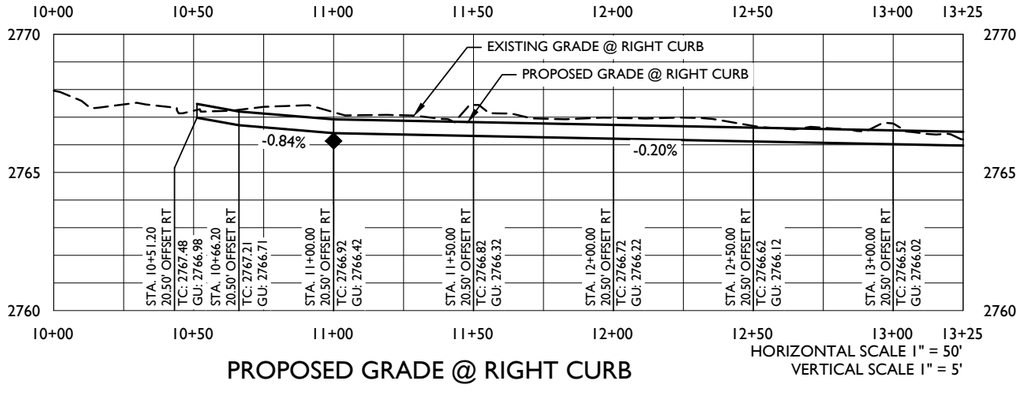
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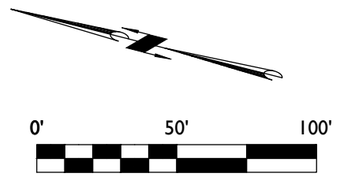
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PROPOSED GRADE @ LEFT CURB



PROPOSED GRADE @ RIGHT CURB



SCALE 1" = 50'

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MADISON STREET P&P

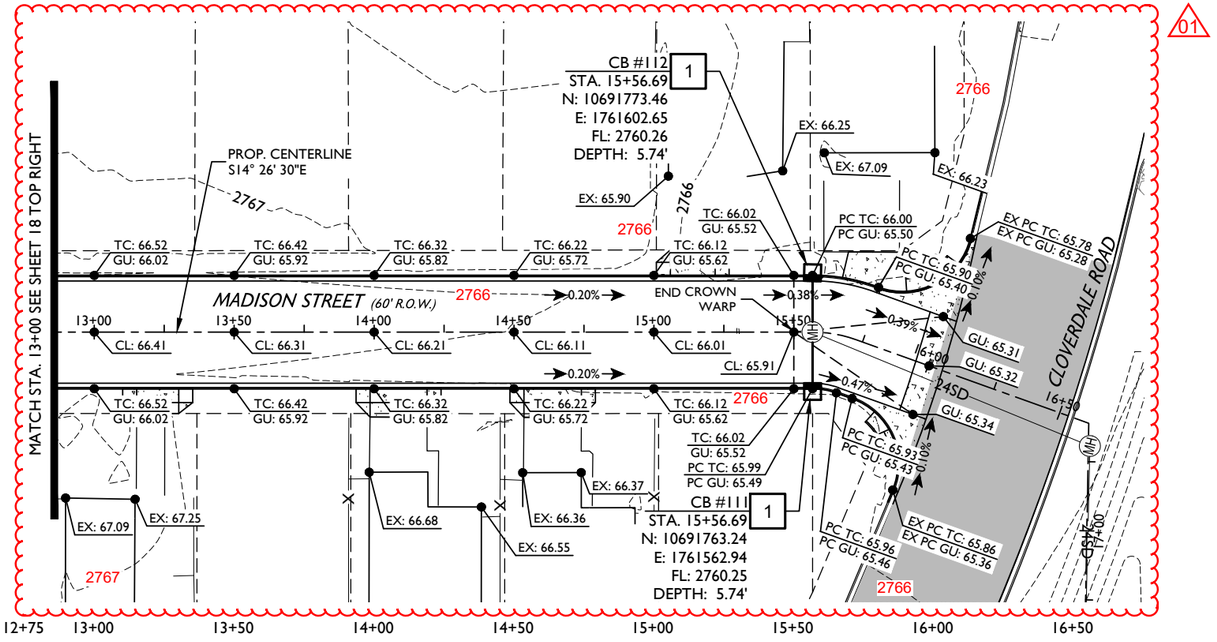
PARK AVENUE HEIGHTS 2
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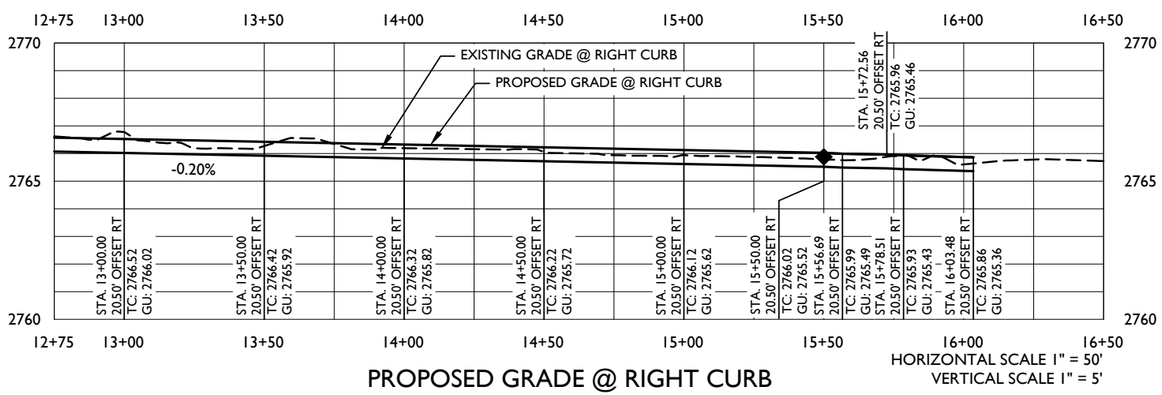
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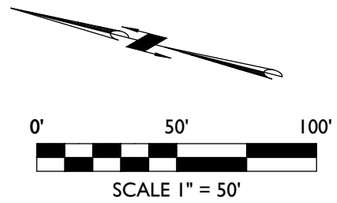
PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



SCALE 1" = 50'

STORM DRAIN CONSTRUCTION NOTES:

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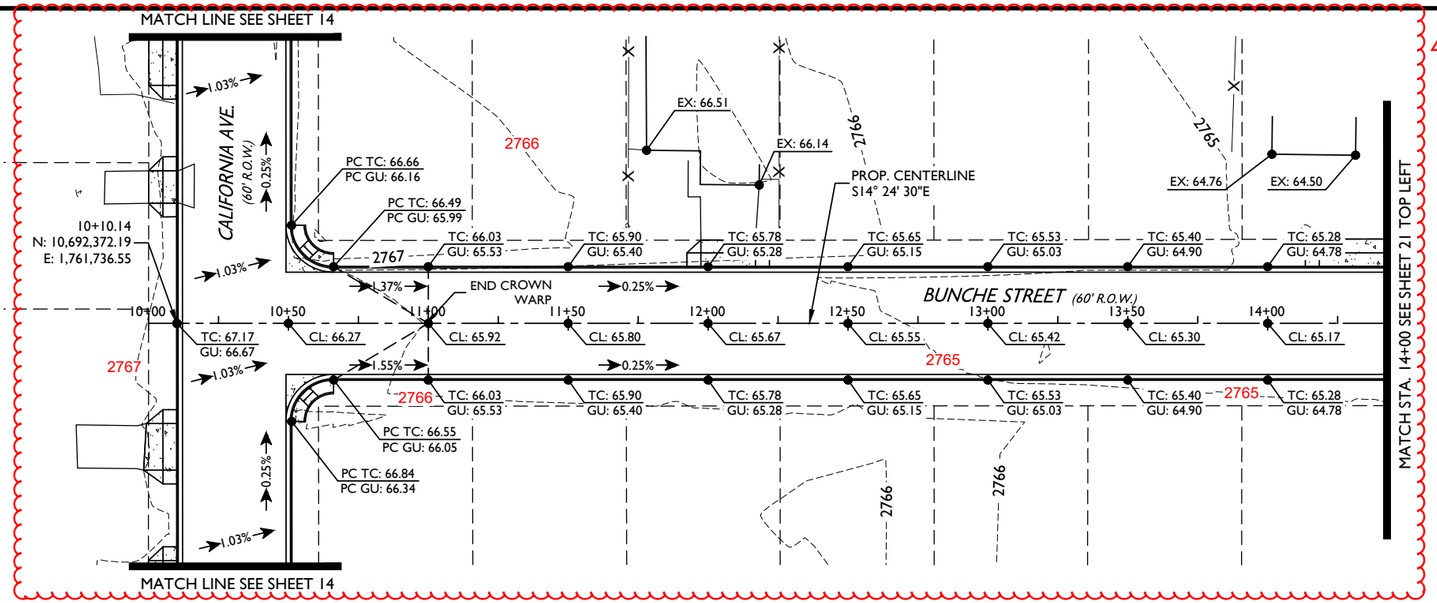
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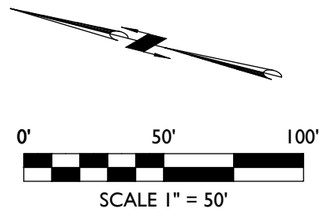
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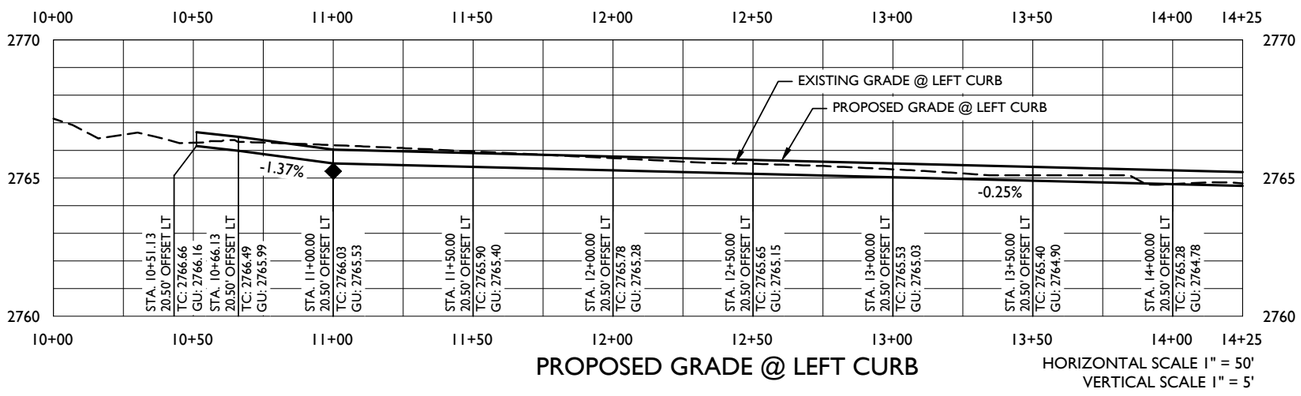
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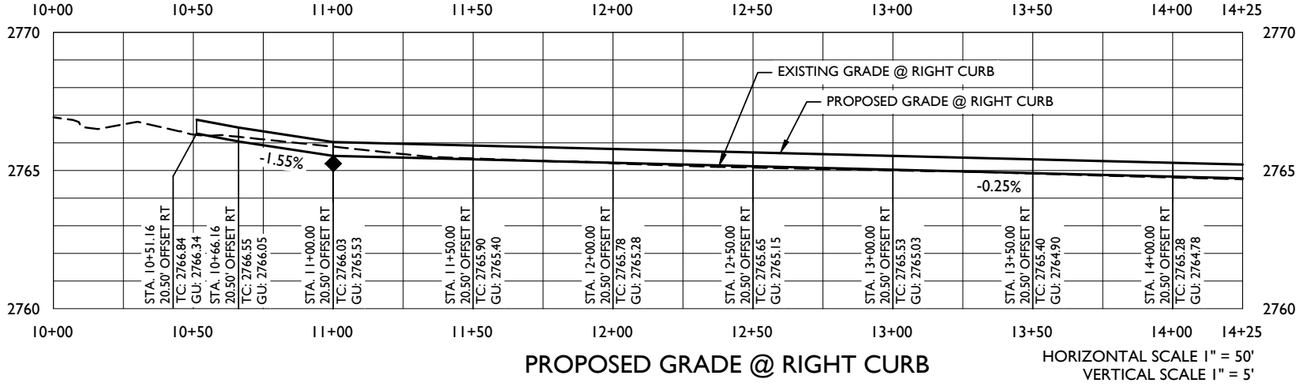
01





PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'

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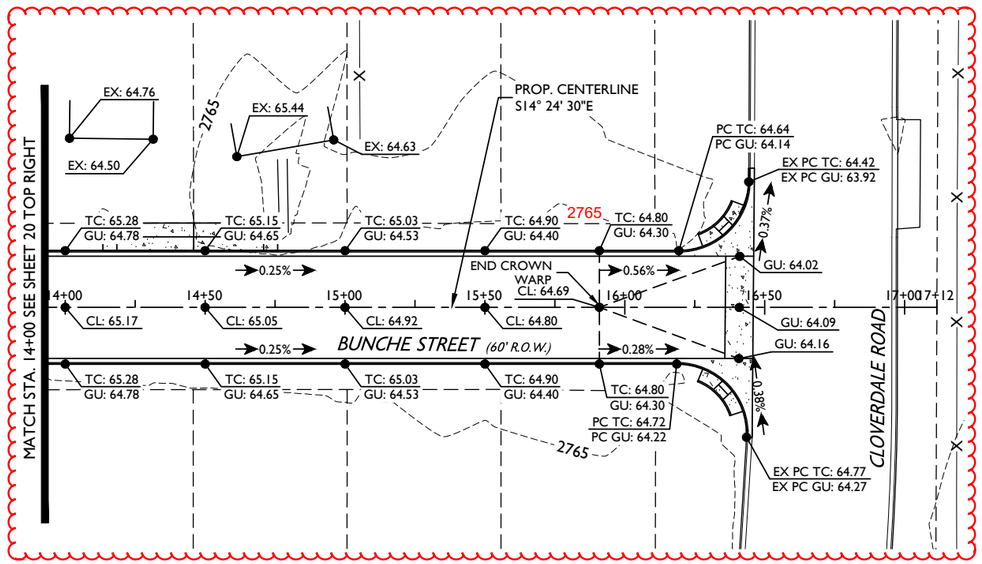
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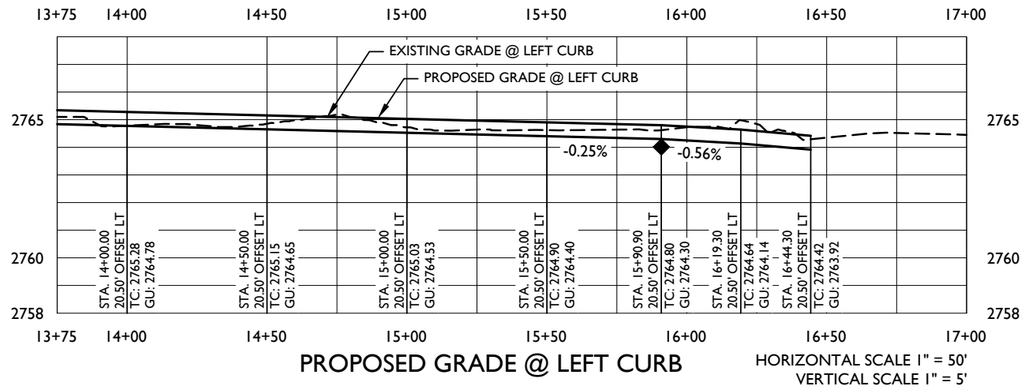
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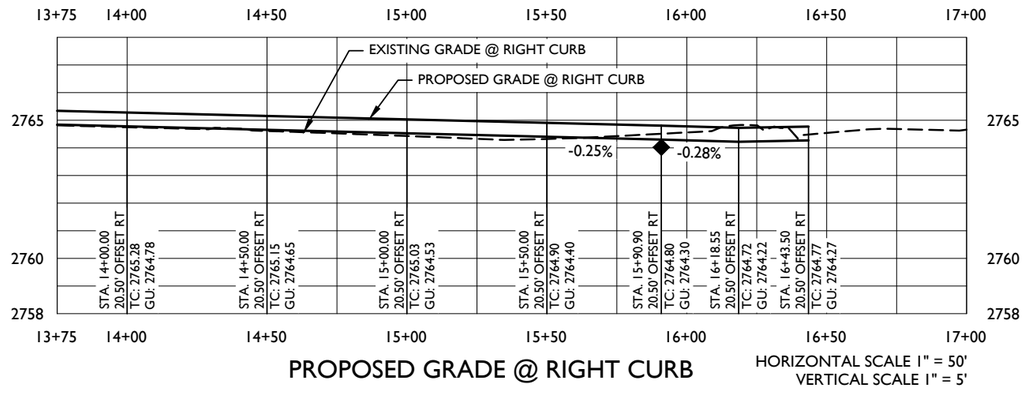


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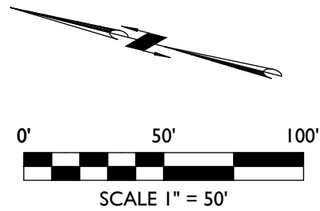
PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



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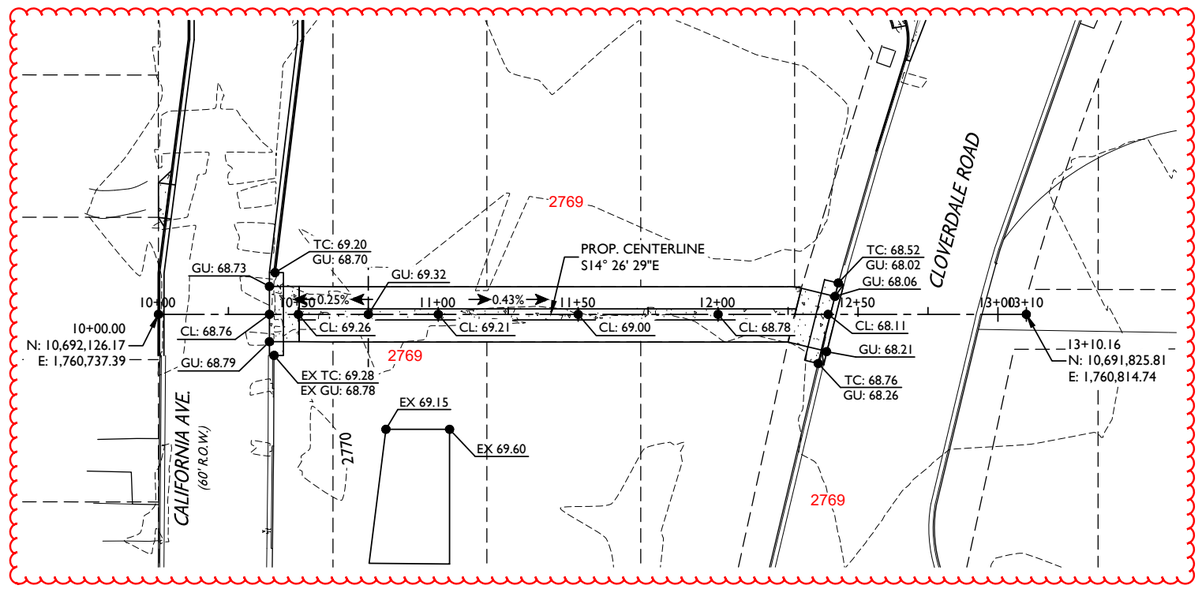
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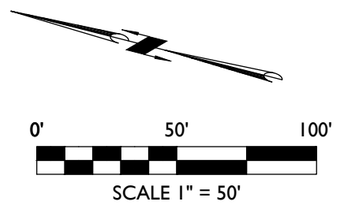
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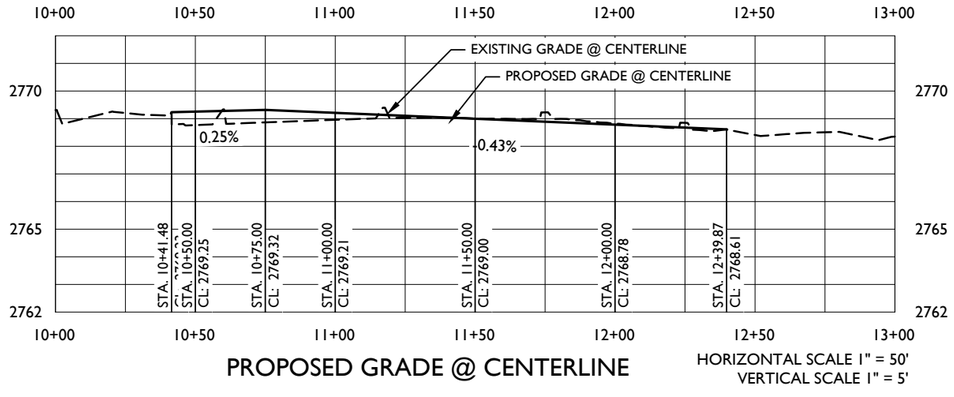
BUNCHE STREET P&P
PARK AVENUE HEIGHTS 2
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MIDLAND, TEXAS

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01





PROPOSED GRADE @ CENTERLINE

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'

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ALLEY P&P

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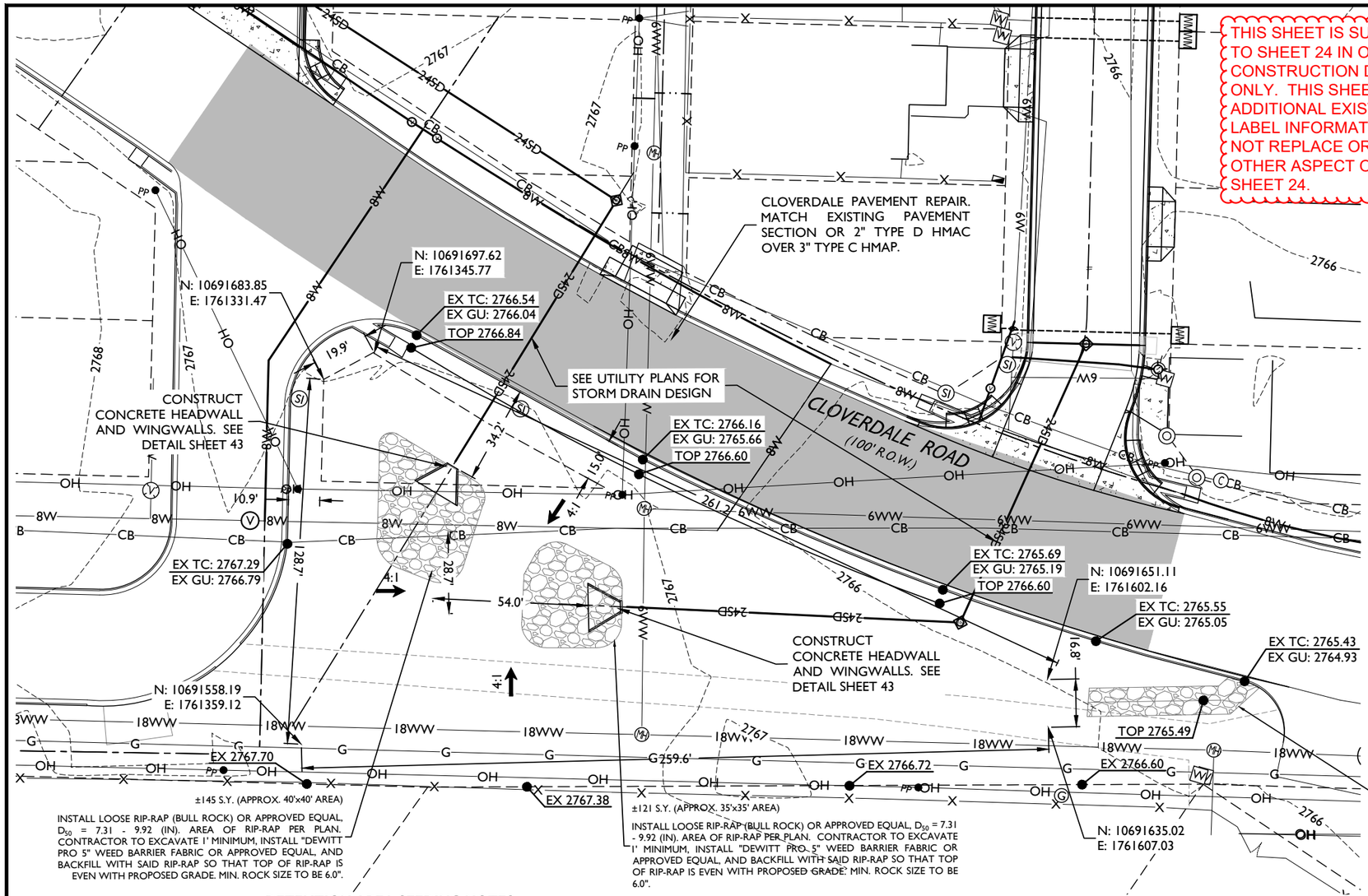
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F:\2020\200069- CITY OF MIDLAND-PARK AVENUE HEIGHTS 2\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING AND DRAINAGE CONSTRUCTION PLANS\200069 24 POND DETAILS-EX CONTOURS.DWG



THIS SHEET IS SUPPLEMENTAL TO SHEET 24 IN ORIGINAL CONSTRUCTION DRAWING SET ONLY. THIS SHEET PROVIDES ADDITIONAL EXISTING CONTOUR LABEL INFORMATOIN, AND DOES NOT REPLACE OR ALTER ANY OTHER ASPECT OF ORIGINAL SHEET 24.

01

0' 40' 80'

SCALE 1" = 40'

LEGEND

	DENOTES BOUNDARY LINE
	DENOTES EASEMENT LINE
	DENOTES ROAD CENTER LINE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
CL	DENOTES PROPOSED CENTER LINE GRADE
LD	DENOTES PROPOSED LAYDOWN CURB GRADE
PC	DENOTES PROPOSED POINT OF CURVATURE

DETENTION AREA SEEDING NOTES

1. REMOVE TOP 6.0" LAYER OF VEGETATION AND TOPSOIL FOR ENTIRE AREA DISTURBED BY DRAINAGE CONSTRUCTION AND SET ASIDE DURING CONSTRUCTION.
2. AFTER CONSTRUCTION PLACE SAVED VEGETATION AND TOPSOIL EVENLY ALONG ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM 6.0" TOPSOIL THICKNESS THROUGHOUT.
3. THE DETENTION BASIN AREA SHALL BE SEEDED AT A RATE OF 5 LBS/ACRE FOXTAIL MILLET, 2 LBS/ACRE BUFFALO GRASS, 2 LBS/ACRE LITTLE BLUESTEM, AND 5 LBS/ACRE SIDEOATS GRAMA, OR OTHER DROUGHT TOLERANT MIXTURE. ALL SEEDED AREAS SHALL BE FERTILIZED WITH A NITROGEN 20-0-0 FERTILIZER APPLIED AT MANUFACTURER'S SUGGESTED RATE AT TIME OF PLANTING.
4. AFTER DESIGNATED AREAS HAVE BEEN COMPLETED TO THE GRADES SHOWN ON THE PLANS, AREAS TO BE SEEDED SHALL BE CULTIVATED TO A DEPTH OF 6 INCHES, EXCEPT WHERE SEEDING IS TO BE DONE USING A SEED DRILL SUITABLE FOR SEEDING INTO UNTILLED SOIL. THE SEEDBEDS SHALL BE CULTIVATED SUFFICIENTLY TO REDUCE THE SOIL TO A STATE OF GOOD TILTH WHEN THE SOIL PARTICLES ON THE SURFACE ARE SMALL ENOUGH TO LIE CLOSELY ENOUGH TOGETHER TO PREVENT THE SEED FROM BEING COVERED TOO DEEPLY FOR OPTIMUM GERMINATION. CULTIVATION OF THE SEEDBED WILL NOT BE REQUIRED IN LOOSE SAND WHERE DEPTH OF SAND IS 4 INCHES OR MORE.
5. AFTER SEEDING, BASIN EMBANKMENTS ARE TO BE LINED WITH A STRAW OR STRAW/COCONUT SOIL RETENTION BLANKET. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE CITY ENGINEER 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
   ALTERNATELY, SOILGUARD BONDED FIBER MATRIX MAY BE USED.
6. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2" AT A RATE OF NO LESS THAN ONCE A DAY FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.

ENGINEERING APPROVED AS NOTED CITY OF MIDLAND
&[Date]
10.15.2021

01

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
04/16/2021

01

24(A)

Know what's below. Call before you dig.

	BY	APPR.	DATE
1			

DRAWN BY: JAR
CHECKED BY: CRT
APPROVED BY: ALM
DATE: 5/12/2020
JOB: 200069

MIDLAND Engineering Services

POND DETAILS

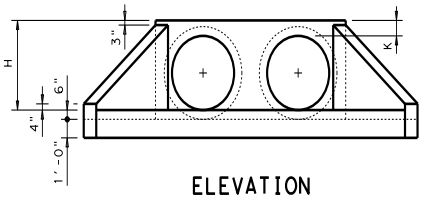
PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

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TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL (4)

SLOPE	DIA OF PIPE, D	Values for one Pipe						Values to be added for each addt'l Pipe		
		W	X	Y	L	Reinf (Lbs)	Conc (CY) (1)	X and W	Reinf (Lbs)	Conc (CY) (1)
2:1	12"	4'- 7 1/2"	2'- 6"	2'-10"	3'- 3 1/4"	84	0.6	1'- 9"	20	0.2
	15"	5'- 5 3/4"	2'- 9 1/2"	3'- 4"	3'-10 1/4"	99	0.7	2'- 2"	24	0.3
	18"	6'- 4 1/4"	3'- 1"	3'-10"	4'- 5"	120	0.9	2'- 8"	32	0.3
	21"	7'- 2 3/4"	3'- 4 1/2"	4'- 4"	5'- 0"	137	1.1	3'- 1"	43	0.4
	24"	8'- 2 1/2"	3'- 9 1/2"	4'-10"	5'- 7"	158	1.3	3'- 7"	50	0.5
	27"	9'- 1"	4'- 1"	5'- 4"	6'- 2"	173	1.5	3'-11"	56	0.6
	30"	9'-11 1/2"	4'- 4 1/2"	5'-10"	6'- 8 3/4"	197	1.7	4'- 4"	65	0.8
	33"	10'-10"	4'- 8"	6'- 4"	7'- 3 3/4"	216	2.0	4'- 8"	71	0.9
	36"	11'- 8 1/4"	4'-11 1/2"	6'-10"	7'-10 3/4"	241	2.2	5'- 1"	81	1.0
	42"	13'- 5 1/4"	5'- 6 1/2"	7'-10"	9'- 0 1/2"	290	2.8	5'-10"	97	1.3
	48"	15'- 9"	6'- 1 1/2"	9'- 4"	10'- 9 1/4"	350	3.8	6'- 7"	117	1.7
	54"	17'- 5 3/4"	6'- 8 1/2"	10'- 4"	11'-11 1/4"	415	4.5	7'- 6"	151	2.1
	60"	19'- 2 3/4"	7'- 3 1/2"	11'- 4"	13'- 1"	469	5.3	8'- 3"	174	2.5
	66"	20'-11 1/2"	7'-10 1/2"	12'- 4"	14'- 3"	530	6.2	8'- 9"	194	2.9
	72"	22'- 8 1/2"	8'- 5 1/2"	13'- 4"	15'- 4 3/4"	587	7.1	9'- 4"	213	3.3
3:1	12"	6'- 3"	2'- 6"	4'- 3"	4'-11"	114	0.8	1'- 9"	22	0.2
	15"	7'- 5"	2'- 9 1/2"	5'- 0"	5'- 9 1/4"	133	1.1	2'- 2"	28	0.3
	18"	8'- 6 3/4"	3'- 1"	5'- 9"	6'- 7 3/4"	166	1.3	2'- 8"	37	0.5
	21"	9'- 8 3/4"	3'- 4 1/2"	6'- 6"	7'- 6"	189	1.6	3'- 1"	48	0.6
	24"	11'- 0"	3'- 9 1/2"	7'- 3"	8'- 4 1/2"	221	2.0	3'- 7"	58	0.7
	27"	12'- 2"	4'- 1"	8'- 0"	9'- 2 3/4"	245	2.3	3'-11"	67	0.8
	30"	13'- 4"	4'- 4 1/2"	8'- 9"	10'- 1 1/4"	287	2.7	4'- 4"	77	1.0
	33"	14'- 5 3/4"	4'- 8"	9'- 6"	10'-11 3/4"	310	3.1	4'- 8"	84	1.2
	36"	15'- 7 3/4"	4'-11 1/2"	10'- 3"	11'-10"	343	3.5	5'- 1"	96	1.4
	42"	17'-11 1/2"	5'- 6 1/2"	11'- 9"	13'- 6 3/4"	424	4.5	5'-10"	119	1.7
	48"	21'- 1 3/4"	6'- 1 1/2"	14'- 0"	16'- 2"	527	6.1	6'- 7"	146	2.3
	54"	23'- 5 1/2"	6'- 8 1/2"	15'- 6"	17'-10 3/4"	618	7.3	7'- 6"	186	2.9
	60"	25'- 9 1/4"	7'- 3 1/2"	17'- 0"	19'- 7 1/2"	707	8.7	8'- 3"	219	3.4
	66"	28'- 1"	7'-10 1/2"	18'- 6"	21'- 4 1/4"	797	10.1	8'- 9"	242	3.9
	72"	30'- 4 3/4"	8'- 5 1/2"	20'- 0"	23'- 1 1/4"	910	11.7	9'- 4"	272	4.4
4:1	12"	7'-10 3/4"	2'- 6"	5'- 8"	6'- 6 1/2"	144	1.1	1'- 9"	24	0.3
	15"	9'- 4"	2'- 9 1/2"	6'- 8"	7'- 8 1/2"	177	1.5	2'- 2"	32	0.4
	18"	10'- 9 1/2"	3'- 1"	7'- 8"	8'-10 1/4"	217	1.9	2'- 8"	42	0.5
	21"	12'- 2 3/4"	3'- 4 1/2"	8'- 8"	10'- 0"	254	2.3	3'- 1"	57	0.7
	24"	13'- 9 1/2"	3'- 9 1/2"	9'- 8"	11'- 2"	295	2.8	3'- 7"	67	0.9
	27"	15'- 3"	4'- 1"	10'- 8"	12'- 3 3/4"	328	3.3	3'-11"	77	1.0
	30"	16'- 8 1/4"	4'- 4 1/2"	11'- 8"	13'- 5 3/4"	379	3.8	4'- 4"	89	1.3
	33"	18'- 1 3/4"	4'- 8"	12'- 8"	14'- 7 1/2"	417	4.5	4'- 8"	101	1.4
	36"	19'- 7"	4'-11 1/2"	13'- 8"	15'- 9 1/4"	464	5.1	5'-1"	115	1.7
	42"	22'- 5 3/4"	5'- 6 1/2"	15'- 8"	18'- 1"	575	6.5	5'-10"	141	2.1
	48"	26'- 6 1/4"	6'- 1 1/2"	18'- 8"	21'- 6 3/4"	720	8.9	6'- 7"	175	2.8
	54"	29'- 5"	6'- 8 1/2"	20'- 8"	23'-10 1/4"	863	10.7	7'- 6"	226	3.6
	60"	32'- 3 3/4"	7'- 3 1/2"	22'- 8"	26'- 2"	984	12.7	8'- 3"	264	4.3
	66"	35'- 2 1/2"	7'-10 1/2"	24'- 8"	28'- 5 3/4"	1126	14.9	8'- 9"	300	4.9
	72"	38'- 1 1/4"	8'- 5 1/2"	26'- 8"	30'- 9 1/2"	1283	17.3	9'- 4"	334	5.6
6:1	12"	11'- 2"	2'- 6"	8'- 6"	9'- 9 3/4"	220	1.9	1'- 9"	28	0.4
	15"	13'- 2 1/4"	2'- 9 1/2"	10'- 0"	11'- 6 1/2"	264	2.5	2'- 2"	37	0.5
	18"	15'- 2 1/2"	3'- 1"	11'- 6"	13'- 3 1/4"	326	3.2	2'- 8"	50	0.7
	21"	17'- 2 3/4"	3'- 4 1/2"	13'- 0"	15'- 0 1/4"	381	3.9	3'- 1"	69	0.9
	24"	19'- 4 1/2"	3'- 9 1/2"	14'- 6"	16'- 9"	447	4.8	3'- 7"	80	1.2
	27"	21'- 4 3/4"	4'- 1"	16'- 0"	18'- 5 3/4"	506	5.7	3'-11"	96	1.4
	30"	23'- 5 1/4"	4'- 4 1/2"	17'- 6"	20'- 2 1/2"	587	6.7	4'- 4"	110	1.7
	33"	25'- 5 1/2"	4'- 8"	19'- 0"	21'-11 1/4"	667	7.8	4'- 8"	127	2.0
	36"	27'- 5 3/4"	4'-11 1/2"	20'- 6"	23'- 8"	727	9.0	5'- 1"	144	2.3
	42"	31'- 6 1/4"	5'- 6 1/2"	23'- 6"	27'- 1 1/2"	914	11.5	5'-10"	179	3.0
	48"	37'- 3 1/2"	6'- 1 1/2"	28'- 0"	32'- 4"	1181	15.9	6'- 7"	231	4.0
	54"	41'- 4 1/4"	6'- 8 1/2"	31'- 0"	35'- 9 1/2"	1412	19.2	7'- 6"	300	5.0
	60"	45'- 4 3/4"	7'- 3 1/2"	34'- 0"	39'- 3"	1619	22.9	8'- 3"	353	6.0



ELEVATION

Showing dimensions

(1) Quantities shown are for concrete pipe and will increase slightly for metal pipe installations.

(2) For vehicle safety, curbs shall project no more than 3" above finished grade. Curb heights shall be reduced, if necessary, to meet these requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.

(3) Provide a 1'-0" footing as shown where required to maintain 4" Min cover for pipes.

(4) Quantities shown are for one structure end only (one headwall).

(5) Min Length = $6" + 3" \times \left(\frac{12 \times H - 7}{12 \times L}\right)$

Max Length = $12 \times H - 3" \times \left(\frac{12 \times H - 7}{12 \times L}\right) - 1"$

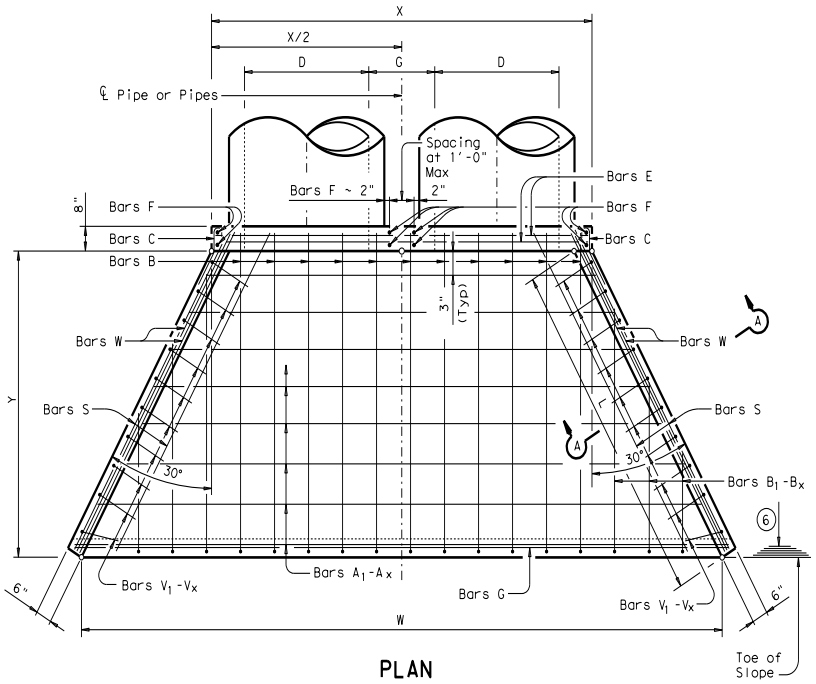
(6) Lengths of wings based on SL:1 Slope along this line.

TABLE OF REINFORCING STEEL (4)

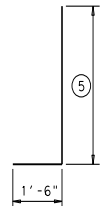
Bar	Size	Spa	No.
A	# 4	1'-0"	~
B	# 3	1'-6"	~
C	# 4	1'-0"	~
D	# 3	1'-0"	~
E	# 5	~	4
F	# 5	~	~
G	# 3	~	2
S	# 4	~	6
V	# 4	1'-0"	~
W	# 5	~	4

TABLE OF CONSTANT DIMENSIONS

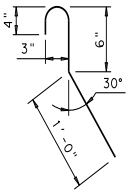
DIA OF PIPE, D	G	K	H
12"	9"	1'- 0"	2'- 0"
15"	11"	1'- 0"	2'- 3"
18"	1'- 2"	1'- 0"	2'- 6"
21"	1'- 4"	1'- 0"	2'- 9"
24"	1'- 7"	1'- 0"	3'- 0"
27"	1'- 8"	1'- 0"	3'- 3"
30"	1'-10"	1'- 0"	3'- 6"
33"	1'-11"	1'- 0"	3'- 9"
36"	2'- 1"	1'- 0"	4'- 0"
42"	2'- 4"	1'- 0"	4'- 6"
48"	2'- 7"	1'- 3"	5'- 3"
54"	3'- 0"	1'- 3"	5'- 9"
60"	3'- 3"	1'- 3"	6'- 3"
66"	3'- 3"	1'- 3"	6'- 9"
72"	3'- 4"	1'- 3"	7'- 3"



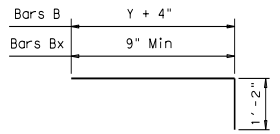
PLAN



BARS V



BARS C
(2'-0" long)



BARS B & B1-Bx

GENERAL NOTES:

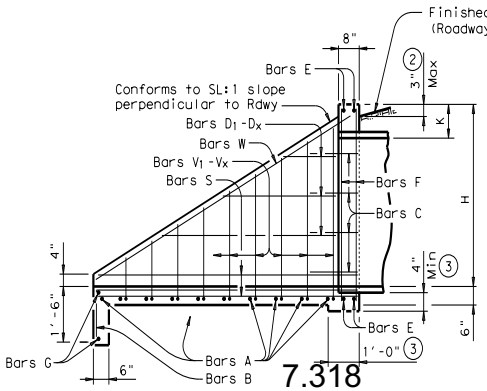
Designed according to AASHTO LRFD Specifications.

Reinforcing steel shall be placed with the center of the outside layer of bars 2" from the surface of the concrete.

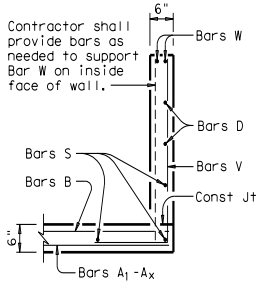
All reinforcing steel shall be Grade 60.

All concrete shall be Class "C" and shall have a minimum compressive strength of 3600 psi.

No bridge rails of any type may be mounted directly to these culvert headwalls.



TYPICAL WING ELEVATION



SECTION A-A

Texas Department of Transportation

Bridge Division Standard

CONCRETE HEADWALLS WITH FLARED WINGS FOR 0° SKEW PIPE CULVERTS

CH-FW-0

DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: GAF
©TxDOT February 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

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DATE:
FILE:

TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL (5)

Slope	Dia of Pipe (D)	Values for One Pipe						Values to be Added for Each Addt'l Pipe		
		W	X	Y	L	Reinf (Lbs)	Conc (CY) (1)	X and W	Reinf (Lbs)	Conc (CY) (1)
3:1	33"	14' - 5 3/4"	4' - 8"	9' - 6"	10' - 11 3/4"	316	3.4	4' - 8"	84	1.2
	36"	15' - 7 3/4"	4' - 11 1/2"	10' - 3"	11' - 10"	349	3.8	5' - 1"	96	1.4
	42"	17' - 11 1/2"	5' - 6 1/2"	11' - 9"	13' - 6 3/4"	430	4.9	5' - 10"	119	1.8
	48"	21' - 1 3/4"	6' - 1 1/2"	14' - 0"	16' - 2"	535	6.5	6' - 7"	146	2.4
	54"	23' - 5 1/2"	6' - 8 1/2"	15' - 6"	17' - 10 3/4"	628	7.8	7' - 6"	186	3.0
	60"	25' - 9 1/4"	7' - 3 1/2"	17' - 0"	19' - 7 1/2"	717	9.2	8' - 3"	219	3.5
	66"	28' - 1"	7' - 10 1/2"	18' - 6"	21' - 4 1/4"	809	10.7	8' - 9"	242	4.0
	72"	30' - 4 3/4"	8' - 5 1/2"	20' - 0"	23' - 1 1/4"	922	12.3	9' - 4"	272	4.6
4:1	33"	18' - 1 3/4"	4' - 8"	12' - 8"	14' - 7 1/2"	423	4.8	4' - 8"	101	1.5
	36"	19' - 7"	4' - 11 1/2"	13' - 8"	15' - 9 1/4"	470	5.5	5' - 1"	115	1.7
	42"	22' - 5 3/4"	5' - 6 1/2"	15' - 8"	18' - 1"	581	7.0	5' - 10"	141	2.2
	48"	26' - 6 1/4"	6' - 1 1/2"	18' - 8"	21' - 6 3/4"	728	9.4	6' - 7"	175	3.0
	54"	29' - 5"	6' - 8 1/2"	20' - 8"	23' - 10 1/4"	873	11.3	7' - 6"	226	3.7
	60"	32' - 3 3/4"	7' - 3 1/2"	22' - 8"	26' - 2"	994	13.4	8' - 3"	264	4.4
	66"	35' - 2 1/2"	7' - 10 1/2"	24' - 8"	28' - 5 3/4"	1,138	15.6	8' - 9"	300	5.0
	72"	38' - 1 1/4"	8' - 5 1/2"	26' - 8"	30' - 9 1/2"	1,295	18.0	9' - 4"	334	5.7
6:1	33"	25' - 5 1/2"	4' - 8"	19' - 0"	21' - 11 1/4"	673	8.3	4' - 8"	127	2.1
	36"	27' - 5 3/4"	4' - 11 1/2"	20' - 6"	23' - 8"	733	9.5	5' - 1"	144	2.4
	42"	31' - 6 1/4"	5' - 6 1/2"	23' - 6"	27' - 1 1/2"	920	12.1	5' - 10"	179	3.1
	48"	37' - 3 1/2"	6' - 1 1/2"	28' - 0"	32' - 4"	1,189	16.6	6' - 7"	231	4.1
	54"	41' - 4 1/4"	6' - 8 1/2"	31' - 0"	35' - 9 1/2"	1,422	20.0	7' - 6"	300	5.1
	60"	45' - 4 3/4"	7' - 3 1/2"	34' - 0"	39' - 3"	1,629	23.8	8' - 3"	353	6.1

(1) Quantities shown are for concrete pipe and will increase slightly for metal pipe installation.

(2) For vehicle safety, reduce curb heights, if necessary, to provide a maximum 3" projection above finished grade. No changes will be made in quantities and no additional compensation will be allowed for this work.

(3) Provide a 1'-0" footing as shown where required to maintain 4" minimum cover for pipes.

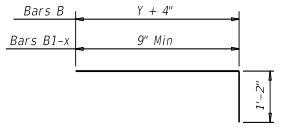
(4) Dimensions shown are usual and maximum.

(5) Quantities shown are for one structure end. (One headwall)

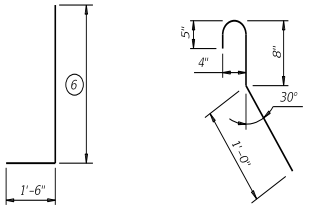
(6) Min Length = $6" + 3" \times \left(\frac{12 \times H - 7}{12 \times L}\right)$

Max Length = $12 \times H - 3" \times \left(\frac{12 \times H - 7}{12 \times L}\right) - 1"$

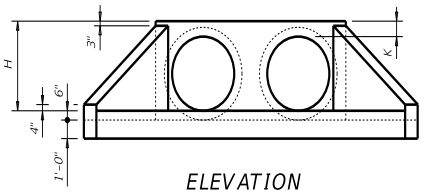
(7) Lengths of wings based on SL:1 slope along this line.



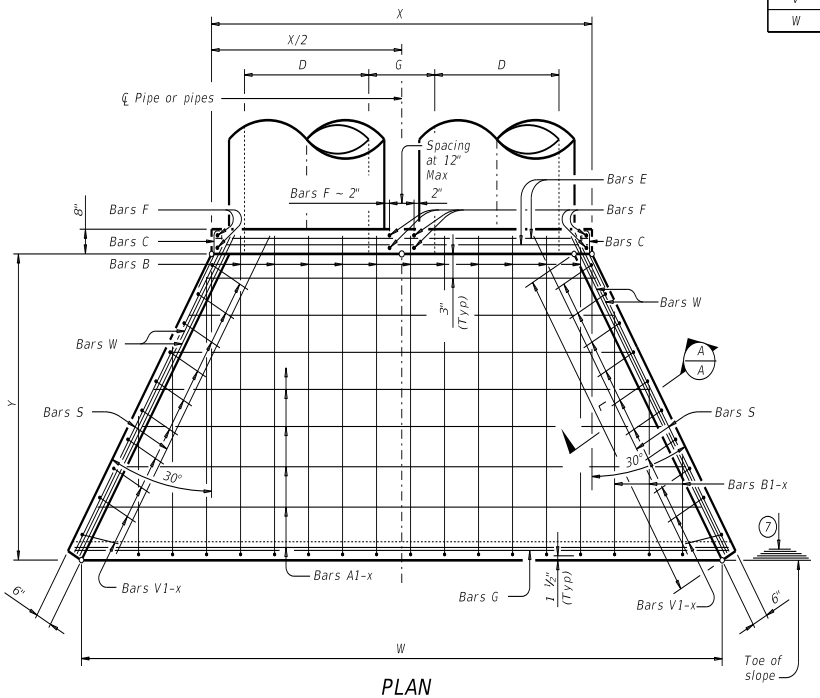
BARS B and B1-x



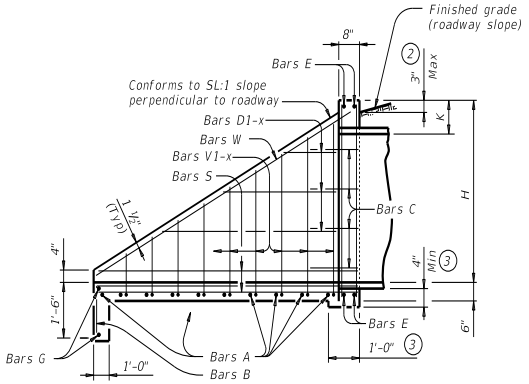
BARS V BARS C
(Length = 2'-5")



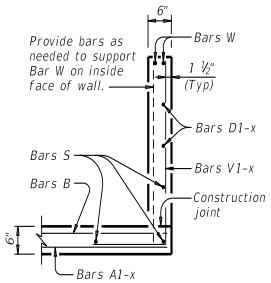
ELEVATION
(Showing dimensions.)



PLAN



TYPICAL WING ELEVATION



SECTION A-A

TABLE OF (5) REINFORCING STEEL

Bar	Size	Spa	No.
A	#4	1' - 0"	~
B	#3	1' - 6"	~
C	#4	1' - 0"	~
D	#3	1' - 0"	~
E	#5	~	4
F	#5	~	~
G	#3	~	2
S	#4	~	6
V	#4	1' - 0"	~
W	#5	~	4

TABLE OF CONSTANT DIMENSIONS

Dia of Pipe (D)	G	K (4)	H
33"	1' - 11"	1' - 0"	3' - 9"
36"	2' - 1"	1' - 0"	4' - 0"
42"	2' - 4"	1' - 0"	4' - 6"
48"	2' - 7"	1' - 3"	5' - 3"
54"	3' - 0"	1' - 3"	5' - 9"
60"	3' - 3"	1' - 3"	6' - 3"
66"	3' - 3"	1' - 3"	6' - 9"
72"	3' - 4"	1' - 3"	7' - 3"

MATERIAL NOTES:

Provide Grade 60 reinforcing steel.

Provide galvanized reinforcing steel, if required elsewhere in the plans.

Adjust reinforcing bars, as neccessary, to provide a minimum clear cover of 1 ½".

Provide Class C concrete (f`c= 3,600 psi).

Provide pipe runners that meet the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 Gr B, or API 5LX52.

Provide ASTM A307 bolts and nuts.

Provide ASTM A36 steel plates.

Galvanize all steel components, except reinforcing unless required elsewhere in the plans, after lubrication. Repair galvanizing damaged during transport or construction in accordance with the specifications.

For optional adhesive anchors, install adhesive anchorages in accordance with the manufacturer's instructions including hole size, drilling equipment and method, hole cleaning equipment and method, mixing and dispensing adhesive, and anchor insertion. Do not alter the manufacturer's mixing nozzle or dispenser. Anchorage rods must be clean and free of grease, oil, or any other foreign material. Demonstrate hole cleaning method to the Engineer for approval and continue the approved process for all anchorage locations. Test adhesive anchors in accordance with Item 450.3.3, "Tests." Test 3 anchors per 100 anchors installed.

GENERAL NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications.

Safety end treatments (SET) shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the pipe runners.

The safety pipe runners are designed for a traversing load of 1,800 pounds at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981.

All bolts, nuts, washers, brackets, angles and pipe runners are considered parts of the safety end treatment for payment.

Cover dimensions are clear dimensions, unless noted otherwise. Reinforcing dimensions are out-to-out of bars.

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DATE:
FILE:

SHEET 1 OF 3

Texas Department of Transportation

Bridge Division Standard

SAFETY END TREATMENT WITH FLARED WINGS

FOR 0° SKEW PIPE CULVERTS
TYPE I ~ CROSS DRAINAGE

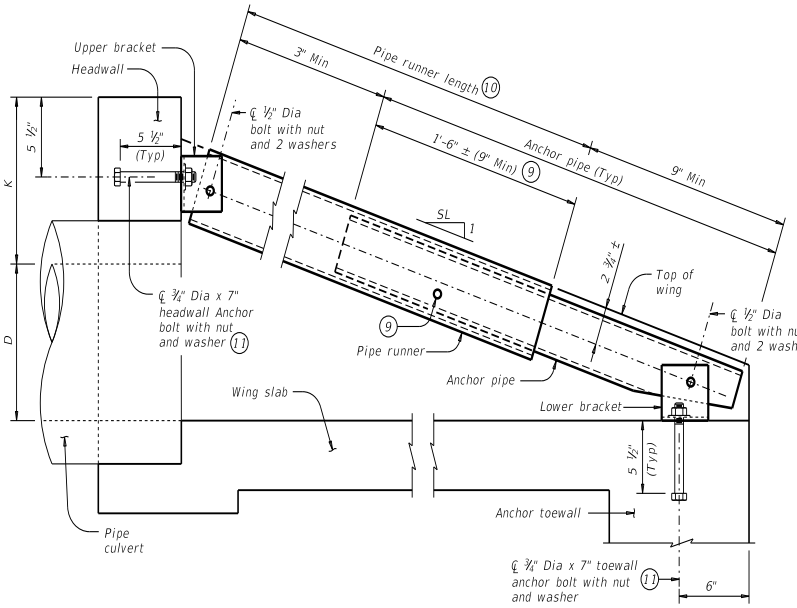
SETP-FW-0

DN: GAF	CK: CAT	DW: BWH	CK: GAF
©TxDOT	JOB		HIGHWAY
	DIST	COUNTY	SHEET NO.

PACKET 7.319
November 16, 2021
10.15.2021

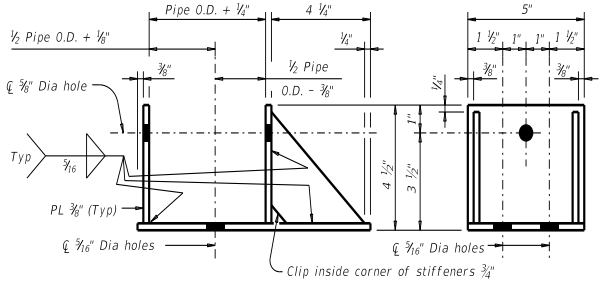
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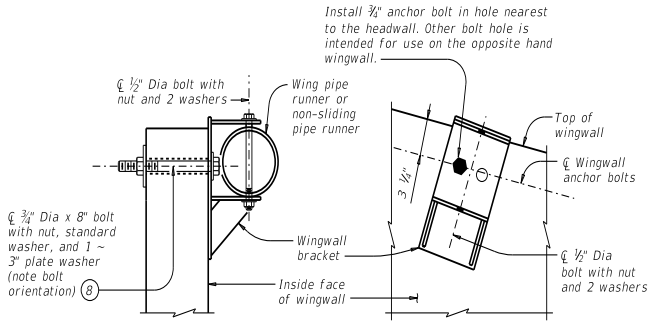


SECTION B-B

(Showing headwall pipe runner. Except for upper bracket, wingwall pipe runners are similar.)



ELEVATION SIDE VIEW



SECTION C-C (Showing installed bracket.)

ELEVATION (Showing installed bracket normal to wall. Pipe not shown for clarity.)

NOTE: Match the wingwall bracket to the upper bracket size.

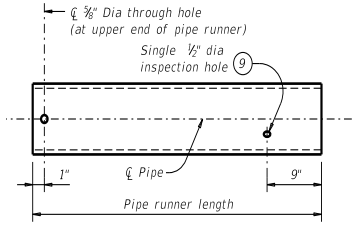
WINGWALL BRACKET DETAILS

(8) At Contractor's option, ⅞" diameter hole may be formed or cored drilled. Percussion drilling is not permitted. Adjust placement of reinforcing steel as necessary to avoid bolt holes.

(9) After installation of the pipe runner, use the ½" inspection hole to ensure that the lap of the anchor pipe with the pipe runner is adequate.

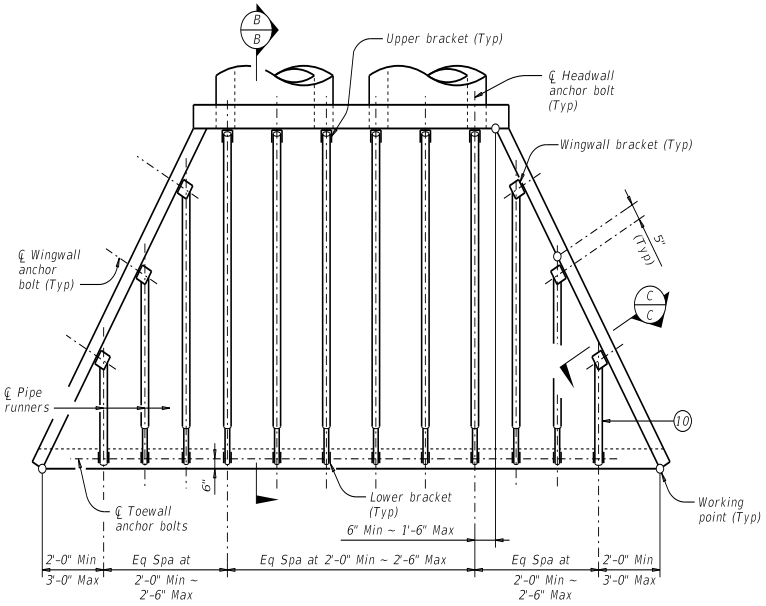
(10) Non-sliding pipe runners are used for those installations that would require pipe runner lengths of 1'-9" or less. The non-sliding pipe runner, when required, replaces the outermost pipe runner and anchor pipe. See table on Sheet 3 of 3 to determine if the non-sliding pipe runner is required.

(11) At Contractor's option, an adhesive anchor may be used. Provide adhesive anchors that are ¾" Dia ASTM A307 Grade A fully threaded rods. Embed threaded rods into curb, wingwalls, and/or toewall using a Type III, Class C, D, E, or F anchor adhesive. Minimum embedment depth is 5 ½". Anchor adhesive chosen must be able to achieve a basic bond strength in tension, Nba, of 20 kips. Submit signed and sealed calculations or the manufacturer's published literature showing the proposed anchor adhesive's ability to develop this load to the Engineer for approval prior to use.

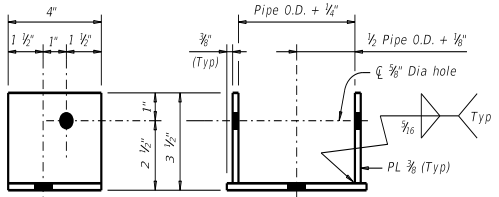


Note: Use pipe diameter required for headwall pipe runner and for wingwall pipe runner.

PIPE RUNNER DETAILS



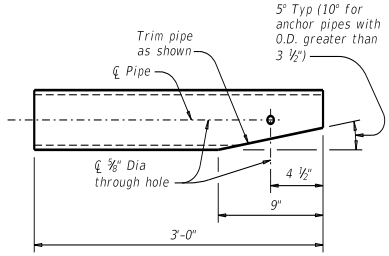
PIPE RUNNER PLAN



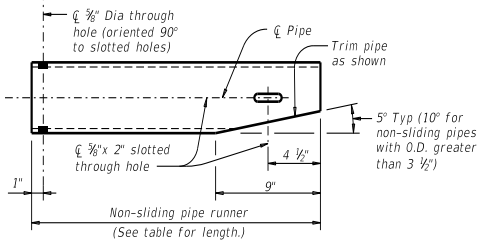
SIDE VIEW ELEVATION

NOTE: Match upper and lower brackets, except for the brackets used with non-sliding pipe runners, with the required pipe diameters as shown in the table.

UPPER AND LOWER BRACKET DETAILS



ANCHOR PIPE DETAILS



Note: Size is the same as required for headwall pipe runner. Adjust the corresponding lower bracket accordingly.

NON-SLIDING PIPE RUNNER DETAILS (10)

SHEET 2 OF 3

Texas Department of Transportation | Bridge Division Standard

SAFETY END TREATMENT WITH FLARED WINGS

FOR 0 SKEW PIPE CULVERTS
TYPE I ~ CROSS DRAINAGE

SETP-FW-0

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REVISIONS					
			DIST	COUNTY	SHEET NO.

PACKET 7.320 November 16, 2021

10.15.2021 &[Date]

Side Slope	Pipe Culvert Dia	L1	P1	No. of Spaces in L3	L3 Overall Dimension	P2	No. of Spaces in L4	L4 Overall Dimension	Headwall Pipe Runner Length	No. of Wing Pipes (13)	Longest Wingwall Pipe Runner Length	Shortest Wingwall Pipe Runner Length	Non-Sliding Pipe Length	Pipe Runner Size (14)	Total Length of Wingwall Pipe Runners (13)
3:1	33"	0' - 9"	2' - 0"	2	4' - 2 3/4"	3' - 7"	1	4' - 2 3/4"	8' - 4"	4	5' - 5 1/2"	N/A	3' - 1"	3" STD	17' - 1"
	36"	0' - 9"	2' - 0"	2	4' - 8"	3' - 7"	1	4' - 8"	9' - 1 1/2"	4	5' - 10 1/4"	N/A	3' - 1"	3" STD	17' - 10 1/2"
	42"	1' - 0"	3' - 0"	2	4' - 9 1/2"	5' - 7"	1	4' - 9 1/2"	10' - 8 1/4"	4	7' - 9 1/2"	3' - 5"	N/A	4" STD	22' - 5"
	48"	1' - 3"	2' - 0"	3	7' - 4"	3' - 7"	2	9' - 9 1/4"	13' - 0 3/4"	6	10' - 6 1/4"	6' - 0 3/4"	3' - 1"	4" STD	39' - 4"
	54"	0' - 6"	2' - 0"	3	7' - 5 1/2"	3' - 7"	2	9' - 11 1/4"	14' - 7 3/4"	6	10' - 8"	6' - 1 1/2"	3' - 1"	4" STD	39' - 9"
	60"	0' - 9"	2' - 0"	4	8' - 6 3/4"	3' - 7"	3	12' - 10 1/4"	16' - 2 3/4"	8	13' - 3 3/4"	5' - 6"	3' - 1"	4" STD	62' - 7 1/4"
	66"	1' - 0"	2' - 0"	4	9' - 8 1/4"	3' - 7"	3	14' - 6 1/4"	17' - 9 3/4"	8	14' - 10 1/4"	6' - 0"	3' - 1"	4" STD	68' - 8 3/4"
	72"	1' - 3"	3' - 0"	4	9' - 9 1/2"	5' - 7"	3	14' - 8 1/4"	19' - 4 3/4"	8	16' - 10"	3' - 5"	N/A	5" STD	81' - 0"
4:1	33"	0' - 9"	2' - 0"	3	6' - 0 3/4"	3' - 7"	2	8' - 1"	11' - 4 1/2"	6	8' - 8 3/4"	5' - 1 1/4"	3' - 0"	4" STD	33' - 8"
	36"	0' - 9"	2' - 0"	3	6' - 7 3/4"	3' - 7"	2	8' - 10 1/4"	12' - 4 3/4"	6	9' - 5"	5' - 5 1/2"	3' - 0"	4" STD	35' - 9"
	42"	1' - 0"	2' - 9"	3	7' - 3 1/2"	5' - 1"	2	9' - 8 3/4"	14' - 5 1/2"	6	11' - 6 1/4"	2' - 10 1/4"	N/A	4" STD	43' - 1 1/2"
	48"	1' - 3"	2' - 3"	4	9' - 9 1/4"	4' - 1"	3	14' - 8"	17' - 6 3/4"	8	15' - 0 1/2"	1' - 11 1/2"	N/A	4" STD	68' - 0"
	54"	0' - 6"	2' - 6"	4	9' - 11 1/4"	4' - 7"	3	14' - 10 3/4"	19' - 7 1/2"	8	15' - 8 1/4"	2' - 4 3/4"	N/A	5" STD	72' - 4"
	60"	0' - 9"	2' - 0"	5	11' - 10"	3' - 7"	4	18' - 11 1/4"	21' - 8 1/4"	10	18' - 5"	5' - 8 3/4"	3' - 0"	5" STD	102' - 7"
	66"	1' - 0"	2' - 9"	5	12' - 6"	5' - 1"	4	19' - 11 3/4"	23' - 9"	10	20' - 8 1/4"	2' - 10 1/4"	N/A	5" STD	117' - 8 1/2"
	72"	1' - 3"	2' - 0"	6	14' - 7 3/4"	3' - 7"	5	24' - 5"	25' - 9 3/4"	12	23' - 3 1/2"	5' - 10 1/4"	3' - 0"	5" STD	151' - 8 3/4"
6:1	33"	0' - 9"	2' - 0"	4	9' - 8 3/4"	3' - 7"	3	14' - 7"	17' - 7"	8	14' - 3"	5' - 8 1/2"	2' - 11 1/2"	4" STD	65' - 9 1/2"
	36"	0' - 9"	2' - 9"	4	9' - 10"	5' - 1"	3	14' - 9"	19' - 1 1/2"	8	15' - 8 3/4"	2' - 9 1/4"	N/A	5" STD	74' - 0"
	42"	1' - 0"	2' - 3"	5	12' - 3 3/4"	4' - 1"	4	19' - 8 1/2"	22' - 1 3/4"	10	19' - 2 1/4"	1' - 10 3/4"	N/A	5" STD	105' - 5"
	48"	1' - 3"	2' - 6"	6	14' - 11"	4' - 7"	5	24' - 10 1/4"	26' - 8 1/2"	12	24' - 1 3/4"	2' - 4"	N/A	5" STD	158' - 10 1/2"
	54"	0' - 6"	2' - 0"	7	16' - 4 3/4"	3' - 7"	6	28' - 1 1/4"	29' - 9"	14	26' - 1 1/2"	5' - 6 3/4"	2' - 11 1/2"	5" STD	196' - 0 1/2"
	60"	0' - 9"	3' - 0"	7	17' - 4 1/2"	5' - 7"	6	29' - 9 1/2"	32' - 9 1/2"	14	29' - 4 1/4"	3' - 2 1/2"	N/A	5" STD	227' - 11 1/4"

(12) If the outermost wing pipe runner is a non-sliding pipe runner, consider the next outermost wing pipe runner the shortest.

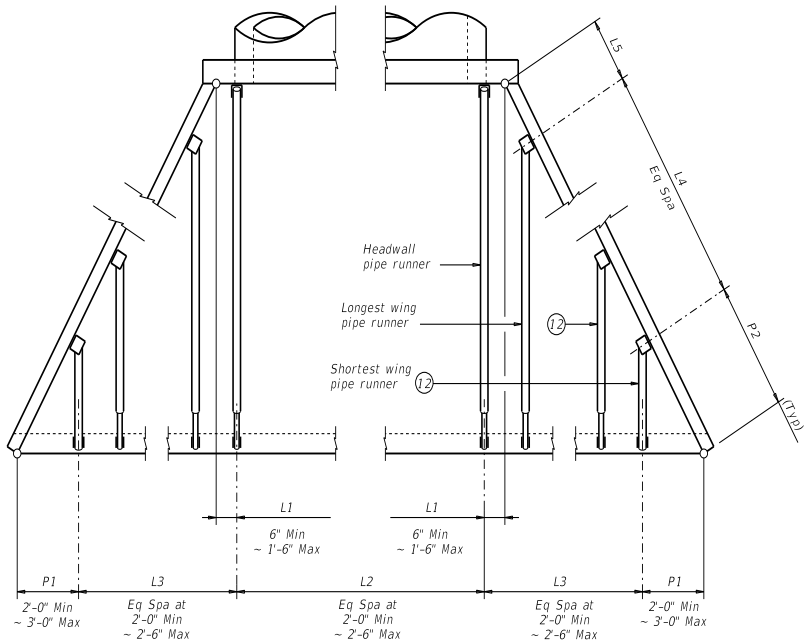
(13) Quantities shown include, if present, the non-sliding pipes.

(14) The anchor pipe size is the next smaller size than the pipe runner size.

STANDARD PIPE RUNNER AND ANCHOR PIPE SIZES (14)

Pipe Size	Pipe O.D.	Pipe I.D.
2" STD	2.375"	2.067"
3" STD	3.500"	3.068"
4" STD	4.500"	4.026"
5" STD	5.563"	5.047"

Pipe Culvert Dia	No. of Pipe Culverts	No. of L2 Spaces	L2 Overall Dimension	No. of Headwall Pipes
33"	1	1	2' - 0 1/4"	2
	2	3	6' - 8 1/4"	4
	3	5	11' - 4 1/4"	6
	4	7	16' - 0 1/4"	8
	5	9	20' - 8 1/4"	10
	6	11	25' - 4 1/4"	12
36"	1	1	2' - 3 3/4"	2
	2	3	7' - 4 3/4"	4
	3	5	12' - 5 3/4"	6
	4	7	17' - 6 3/4"	8
	5	10	22' - 7 3/4"	11
	6	12	27' - 8 3/4"	13
42"	1	1	2' - 4 3/4"	2
	2	4	8' - 2 3/4"	5
	3	6	14' - 0 3/4"	7
	4	8	19' - 10 3/4"	9
	5	11	25' - 8 3/4"	12
	6	13	31' - 6 3/4"	14
48"	1	1	2' - 5 3/4"	2
	2	4	9' - 0 3/4"	5
	3	7	15' - 7 3/4"	8
	4	9	22' - 2 3/4"	10
	5	12	28' - 9 3/4"	13
	6	15	35' - 4 3/4"	16
54"	1	2	4' - 6 3/4"	3
	2	5	12' - 0 3/4"	6
	3	8	19' - 6 3/4"	9
	4	11	27' - 0 3/4"	12
	5	14	34' - 6 3/4"	15
	6	17	42' - 0 3/4"	18
60"	1	2	4' - 7 3/4"	3
	2	6	12' - 10 3/4"	7
	3	9	21' - 1 3/4"	10
	4	12	29' - 4 3/4"	13
	5	16	37' - 7 3/4"	17
	6	19	45' - 10 3/4"	20
66"	1	2	4' - 8 3/4"	3
	2	6	13' - 5 3/4"	7
	3	9	22' - 2 3/4"	10
	4	13	30' - 11 3/4"	14
	5	16	39' - 8 3/4"	17
	6	20	48' - 5 3/4"	21
72"	1	2	4' - 9 3/4"	3
	2	6	14' - 1 3/4"	7
	3	10	23' - 5 3/4"	11
	4	14	32' - 9 3/4"	15
	5	17	42' - 1 3/4"	18
	6	21	51' - 5 3/4"	22



PIPE RUNNER LAYOUT

TOTAL PIPE LENGTHS FORMULAS:

$$\text{Total Length of All Pipe Runners} = \text{Total Length of Wingwall Pipe Runners} + (\text{No. of Headwall Pipe Runners})(\text{Headwall Pipe Runner Length})$$

$$\text{Total Length of All Anchor Pipes} = (3.000')(\text{No. of Wing Pipe Runners} + \text{No. of Headwall Pipe Runners} - \text{No. of Non-Sliding Pipe Runners})$$

SPECIAL NOTE:

Note that the tabular quantities are given for estimating purposes only. It is likely that these quantities will change due to field conditions. Therefore, verify all dimensions in the field prior to fabrication of the safety end treatment components.

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SHEET 3 OF 3

Texas Department of Transportation | Bridge Division Standard

SAFETY END TREATMENT WITH FLARED WINGS

FOR 0° SKEW PIPE CULVERTS
TYPE I ~ CROSS DRAINAGE

SETP-FW-0

©TxDOT	DW: TxDOT	CK: CAT	DW: TxDOT	CK: GAF	
			DISTRICT	JOB	HIGHWAY
			DIST	COUNTY	SHEET NO.

10.15.2021

Park Avenue Heights 2 Paving Project
Non-Mandatory Pre-Bid Meeting Agenda
Project No. PU19-01
October 13, 2021

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Jose Ortiz – Engineering Services Director
   - Josh Ferguson – Engineering Manager – CIP, project engineer
   - Patricia Kingston – Engineering Tech
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Jesus Perez – Project Manager
   - Mike Pacelli – Traffic Engineer
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Sr. Transportation Technician
   - Gabe McClelland – Transportation Manager
   - Cory Moose – Assistant Utilities Director
   - Rex Swearinger – Operations Planner, utility coordination
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - This project will include the removal, excavation, replacement, and installation of existing and proposed paving and sidewalk infrastructure and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Construction Drawings and Specifications, and to satisfactorily complete the work.

   - In general this project involves paving the first alley east of South Lamesa Road, South Lee Street, South Tyler Street, South Madison Street, and Bunche Street between California Avenue and Cloverdale Road, the repaving of California Avenue between South Lamesa Road and South Carver Street, the repaving of North Tyler Street between California Avenue and the first alley to the north, the repaving of Cloverdale Avenue from South Tyler Street to South Madison Street, and the excavation of a drainage basin south of Cloverdale Avenue roughly between South Tyler Street and South Madison Street.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     jperez@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, October 15, 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.

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

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St., Suite 330
Midland, TX 79701

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

o **Bid Opening is Wednesday, October 20, 2021 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
- The Bid Opening will be open to the public, and bidders are free to attend in person.
- 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
   - o Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - o Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - o 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.
   - o Invoice submittals are to be itemized and match the bid items listed in the bid packet Proposal.
   - o Payment based on portion of work completed only. No payment for material delivery.
   - o 5% retainage until project completion, acceptance, and final payment.
   - o 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
   - o City Inspector must be notified of all work occurring and be able to perform inspection on any construction or installation that occurs.
   - o Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - o Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - o Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

- Comply with all OSHA and other applicable safety requirements and regulations at all times.
- Construction staking is solely the responsibility of the Contractor.
- Construction testing is solely the responsibility of the Contractor.
- Contractor is responsible for all Traffic Control for this project.
- Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
- Contractor is responsible for notifying property owners in advance of any planned service interruptions.
- Contractor is responsible for maintaining access to all adjacent properties.
- Contractor is responsible for complying with all HUD requirements at all times.
- Contractor is responsible for providing the City, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
    - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal.
    - The cover sheets of the Construction Drawing set and Bid Packet will be revised as part of Addendum 01 to reflect organizational adjustments at the City. This will not impact the project design or quantities in any way from the original bid documents.
    - ATTENTION: There is a utility project in progress on this project site to install new water, wastewater, and storm drain underground infrastructure before the pavement work commences. The utility work in the portion identified as Phase 3 of the Construction Phasing Exhibit is complete on Bunche Street, but the water main replacement on Madison Street is still to be done. Utility work in the portions identified as Phases 1 and 2 is currently in progress. Bidders are to keep in mind that the utility contractor has precedence on this project site until their project is complete.
    - This project includes paving and installing a basin in TxDOT Right-of-Way, and therefore the contractor is directed to coordinate their activities with both the City of Midland and TxDOT as needed, particularly in regards to Cloverdale Road and the proposed basin to the south of that road.
    - ATTENTION: Contractors must proceed with construction activities as directed by the Construction Phasing Exhibit. The construction phases and their order on the exhibit have been established based on the construction phasing the utility contractor is expected to follow in addition to agreements between the City of Midland and TxDOT regrading operations in the TxDOT Right-of-Way at Cloverdale Road and the basin immediately south of that road. More specifically:
        - Phase 1 – Includes the repaving of Cloverdale Avenue, and this phase must be completed before any other project work takes place.
        - Phase 2 – Includes the excavation and completion of the drainage basin south of Cloverdale Avenue, and this phase must not start until after Phase 1 is complete and then either before or simultaneously with the construction of Phase 3.
        - Phase 3 – Includes the paving of South Madison Street and Bunche Street, and this phase must start after Phase 1 is complete and either after or simultaneously with the construction of Phase 2.
        - Phase 4 – Includes the paving of the alley, South Lee Street, and South Tyler Street, and this phase must be completed after Phases 1 – 3 are complete.
        - Phase 5 – Includes the repaving of California Avenue and North Tyler Street, and this phase must be completed after Phases 1 – 3 are complete.
    - ATTENTION: This project is being paid through HUD Community Development Block Grant Funds. All work performed in this phase of construction must comply with any and all additional requirements associated with the HUD funding as outlined in the Bid Packet in the Special Provisions page SP 1, and the HUD Attachments section at the end of the Bid Packet.
    - All utilities will be at their ultimate depths and configurations at the time of paving, including storm drains. This project will be responsible for setting and connecting curb inlets and headwalls at the tie-in locations and outlets for the previously installed underground storm drain system.
    - Franchise utility poles are in conflict with the California Avenue paving alignment on the south side of the ultimate pavement. Franchise utilities were notified in early August of

this year. Oncor has indicated that they are expecting the work to relocate their power poles to begin within the next 4-7 weeks.

- A buried cable line was thought to have run beneath the future basin and was to be lowered or relocated by the owner, but the City has not yet received confirmation that this has occurred.
- There is an existing buried gas line just south and parallel to the southern edge of the proposed drainage basin. The gas line is not believed to be in conflict with the proposed basin, but the contractor is directed to exercise extra care in this area in the interest of worker safety.
- There is an existing wastewater main that crossing the proposed basin north-to-south, but the wastewater main is deep enough that it will not conflict with the basin excavation. All manholes around the proposed basin's perimeter are to remain.
- There is an existing water main pipe that runs east-to-west across the north half of the proposed basin excavation. This water main pipe will be abandoned in place by the time the basin excavation occurs, and can be removed as needed within the area designated for the basin's removal. The new water main alignment will run parallel and immediately south of the Cloverdale road curb, and this pipe is to be protected during construction and remain in place.
- There are a number of active overhead electric lines throughout this project site. Most are not in conflict with the proposed pavement project work, but contractors are directed to be mindful of them and exercise all due caution whenever working in close proximity to these lines.
- This is a semi-developed project site, and while most of the project area remains undeveloped there has been a considerable and recent increase in development along South Madison Street and Bunche Street. The contractor is to be aware of this development activity and coordinate with the City of Midland regarding any discrepancies found between the construction drawings and actual field conditions that are the result of new development not shown in the construction drawing set.
- Where mail boxes must be relocated, the contractor must first wait until the mailbox owner has removed the existing mailbox from its foundation before the foundation can be removed. The new mailbox foundation can be set before or after this, but the Contractor is to coordinate with the City and the property owner on the location of the new foundation to ensure there are no conflicts.
- All utility covers are to be adjusted to finished grade and have concrete collars placed around them at project completion, whether the utility covers are inside or outside of paved areas.
- Contractor is responsible for protecting the underground storm drains from debris and sediment during construction, and will be required to remove any sediment, debris, etc. that enters the system prior to final acceptance of the project.
- Existing top-soil material must be kept and stored on the project site and cannot be removed as per the construction drawings. Vegetation and watering must also be as per the construction drawings. The seeding and vegetating of the drainage basin, including placement of soil retention blankets, must be completed by the end of the project calendar completion time. The ten (10) consecutive days for watering will not count against the project calendar completion time, but must begin no later than the day after the seeding and vegetation are placed.
- There will be no suspension or extension of construction time between phases of construction unless the City of Midland determines and states in writing that the contractors cannot proceed as directed by the Construction Phasing Exhibit due to reasons that are beyond their control and responsibility.

10. Bidder Questions/Comments emailed before pre-bid meeting:
    - Question – What is the estimate for this project, Bid Bond?
    - Answer – $1.4 million – $1.7 million.

    - Question – Will digital plans be provided pre-bid?
    - Answer – No.

    - Question – Plan sheet 3, GN #7 has a typo "forty eight hours (2)?
    - Answer – Noted. The note should read "…FORTY-EIGHT (48) HOURS…"

- Question – Plan sheet 3, GN #18, 5 #'s / cy of fiber, is this correct?
- Answer – Yes.

- Question – Pan sheet 3, M #1, calls for the milling of 5" on Cloverdale, what bid item is this under?
- Answer – Noted. This note should call for milling a depth of 2" rather than 5", and will only apply to the portions of California Avenue and North Tyler Street identified by Demolition Note H on Sheet 06 of the Construction Drawings. This is covered by Demolition Bid Item #4 of the Proposal in the Bid Packet. Demolition Note J on Sheet 06 of the Construction Drawings will apply to the pavement removal on Cloverdale Road, and this is covered by Demolition Bid Item #3 of the Proposal in the Bid Packet.

- Question – Plan sheet 3, P&C #5, 5 #'s / cy of fiber, is this correct?
- Answer – Yes.

- Question – Plan sheet 5, deletes AE-P from the prime & tack, can AE-P be used on Cloverdale & California which will be under traffic?
- Answer – No, City does not want AEP used on this project.

- Question – Plan sheet 6, when will the power poles & cable be relocated?
- Answer – Oncor has stated that they expect their power poles to be relocated within the next 4 – 7 weeks. The status of the cable line relocation at the basin is currently unknown.

- Question – With the excavation by the "sy", can all existing contour elevations be identified on the P & P sheets?
- Answer – Yes. This will be revised and included with Addendum 01.

- Question – Are existing elevations for the CL / left / right available?
- Answer – Existing elevations are indicated by the plan and profile sheet contours, both in plan view and profile view. Additional labels will be added for existing contours as part of Addendum 01.

- Question – Sheet 24, are existing contours / elevations available for the pond?
- Answer – This information will be provided as part of Addendum 01.

- Question – Utility excavations show 12" to 18" to rock in the pond area, are cores available?
- Answer – There are no cores for this project.

- Question – Utility excavations show rock throughout the project, are cores available on the streets / alley?
- Answer – There are no cores for this project.

- Question – Plan sheet 30, the C & G detail is deleted, sheet 45, detail 205 is the same as the deleted, what is required?
- Answer – The City Detail 205 shown on sheet 45 is required.

- Question – Bid item 2M, where are the mailbox foundations that remove?
- Answer – The location of mailboxes that are to be relocated are indicated on Sheets 08 and 11 of the construction drawing set and consist of 4 mailboxes on Madison Street and 1 on California Street between Madison Street and Tyler Street. Mailbox Note 1 on Sheet 23 also refers to the relocation of the mailbox foundations. The symbol used to identify these mailbox locations are the letters 'MB' placed in a circle as shown in the plan sheets' KEY LEGEND.

- Question – Bid item #2D does it include an additional 6" excavation for the top soil in the rock?
- Answer – The basin excavation quantity represents the entire excavated volume for the basin, including all top soil and sub-surface material.

- Question – Bide item 3D, is this area in the excavation sy?

- Answer – Demolition Bid Item 1 refers to the removal of material beneath the existing pavement. Demolition Bid Item 3 refers to the removal of the existing pavement itself. So removal of asphalt, concrete, etc. would fall under Demolition Bid Item 3, but the excavation of the material beneath this would fall under Demolition Bid Item 1.

- Question – Is all milling property of the contractor?
- Answer – Yes.

- Question – Bid item 4D, 2" milling, 122 sy, Plan sheet 5 – 634 sy, Plan sheet 6 – 617 sy, correct quantity?
- Answer – 634 SY is the correct quantity for Demolition Bid Item 4. Disregard the other quantities listed for this bid item in the construction drawing set.

- Question – Bid item 18P, where & what spacing are the tabs?
- Answer – Tab alignment locations are to match the existing striping on Cloverdale Road, and the tab spacing is to be per the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

- Question – Does the City want rebar reinforcing in any of the concrete?
- Answer – In addition to the fiber reinforcement called for, fillets and valley gutters are to also have rebar reinforcement as per City Details 218(A) and 218(B) on Sheet 33 of the Construction Drawings.

11. Any Additional Questions?

Please direct all questions or comments following the Pre-Bid Meeting to Jesus Perez with the City of Midland.

Engineering Services

Josh Ferguson
Phone: (432) 685-7290
Email: jferguson@midlandtexas.gov

Jesus Perez
Phone: (432) 685-7471
Email: jperez@midlandtexas.gov

Non-Mandatory Pre-Bid Meeting Attendance

PU19-01

Park Avenue Heights 2 Paving Project

Date: 10-13-2021 - 3:00 PM

☑	Name (Please Print)	Company Name (Please Print)	Phone Number	Fax Number	Email
V	LARRY QUINNEY	JONES BROS. DIRT	432-664-1473		L.QUINNEY@JONESTDP.COM
V	JUAN CRESPO	ATLAS TECHNICAL	915-422-9121		JUAN.CRESPO@ONEATLAS.COM
V	Mike Hester	REECE ALBERT INC	432-570-0481		mike@REECEALBERTINC.COM
V	Jesus Perez	COM	432-685-7471		jperez@midlandtexas.gov
V	PATRICIA KINGSTON	COM	432-685-7515		PKINGSTON@MIDLANDTEXAS.GOV
V	Taha Sakrani	COM	432-685-7511		tsakrani@midlandtexas.gov
V	Stephanie Ruder	JDKing	432-209-6777		Stephanie.ruder@jdkingcorp.com
V	Block Milloy	JD King	254-631-3380		Jeremy.Milloy@jdkingcorp.com
V	Hayden Brown	Onyx Contractors			hayden@onyxcontractors.com
V	Jesse Ramirez	Reece Albert, Inc.	432-570-0481		jesse@reecealbertinc.com
V	Brent Clayton	Desert Paving, Inc.	432-332-0939		brent@desertpaving.us
V	Erika Martinez	COM			emanoz@midlandtexas.gov

CITY OF MIDLAND
PARK AVENUE HEIGHTS 2 PAVING PROJECT
PROJECT NUMBER: PU19-01
APRIL 2021

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2	MASTER LAYOUT / SITE MAP
3 THRU 4	GENERAL NOTES
5	QUANTITY SUMMARY
6	DEMOLITION PLAN
7	TYPICAL SECTIONS
8	CALIFORNIA AVENUE PAVING PLAN
9	LEE STREET & ALLEY PAVING PLAN
10	TYLER STREET PAVING PLAN
11	MADISON & BUNCHE STREET PAVING PLAN
12	CALIFORNIA AVENUE PLAN & PROFILE
13	CALIFORNIA AVENUE PLAN & PROFILE
14	CALIFORNIA AVENUE PLAN & PROFILE
15	LEE STREET PLAN & PROFILE
16	SOUTH TYLER STREET PLAN & PROFILE
17	NORTH TYLER STREET PLAN & PROFILE
18	MADISON STREET PLAN & PROFILE
19	MADISON STREET PLAN & PROFILE
20	BUNCHE STREET PLAN & PROFILE
21	BUNCHE STREET PLAN & PROFILE
22	ALLEY PLAN & PROFILE
23	COORDINATE TABLES
24	POND DETAILS
25	EROSION CONTROL NOTES
26	EROSION CONTROL PLAN
27 THRU 29	EROSION CONTROL DETAILS
30 THRU 38	PAVING DETAILS
39 THRU 43	STORM DRAIN DETAILS
44	PAVING DETAILS
45	ADDITIONAL PAVING DETAILS

MAYOR

PATRICK PAYTON

COUNCIL MEMEBERS

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 SERVICE DIRECTOR
JOSE E. ORTIZ

CITY ENGINEER
MATT C. CARR, P.E.
OFFICE: (432) 685-7286

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

APPROVED AS NOTED
08.23.2021
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

CONTRACTOR _____

DATE CONTRACTOR BEGAN

WORK _____

DATE WORK WAS COMPLETED _____

DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

SUBMITTED 9/29/21

Jose Ferguson
ENGINEER

RECOMMENDED 9/29/21

Matt Carr, P.E.
CITY ENGINEER

RECOMMENDED 9/29/21

ENGINEERING SERVICES DIRECTOR

STATE OF TEXAS
ANDREW L. MELLEN
106572
PROFESSIONAL ENGINEER

Know what's below. Call before you dig.

BY	APPR.	DATE

Δ REVISIONS

DRAWN BY: JAR
CHECKED BY: CRT
APPROVED BY: ALM
DATE: 5/12/2020
JOB: 200069

MIDLAND Engineering Services

COVER SHEET

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

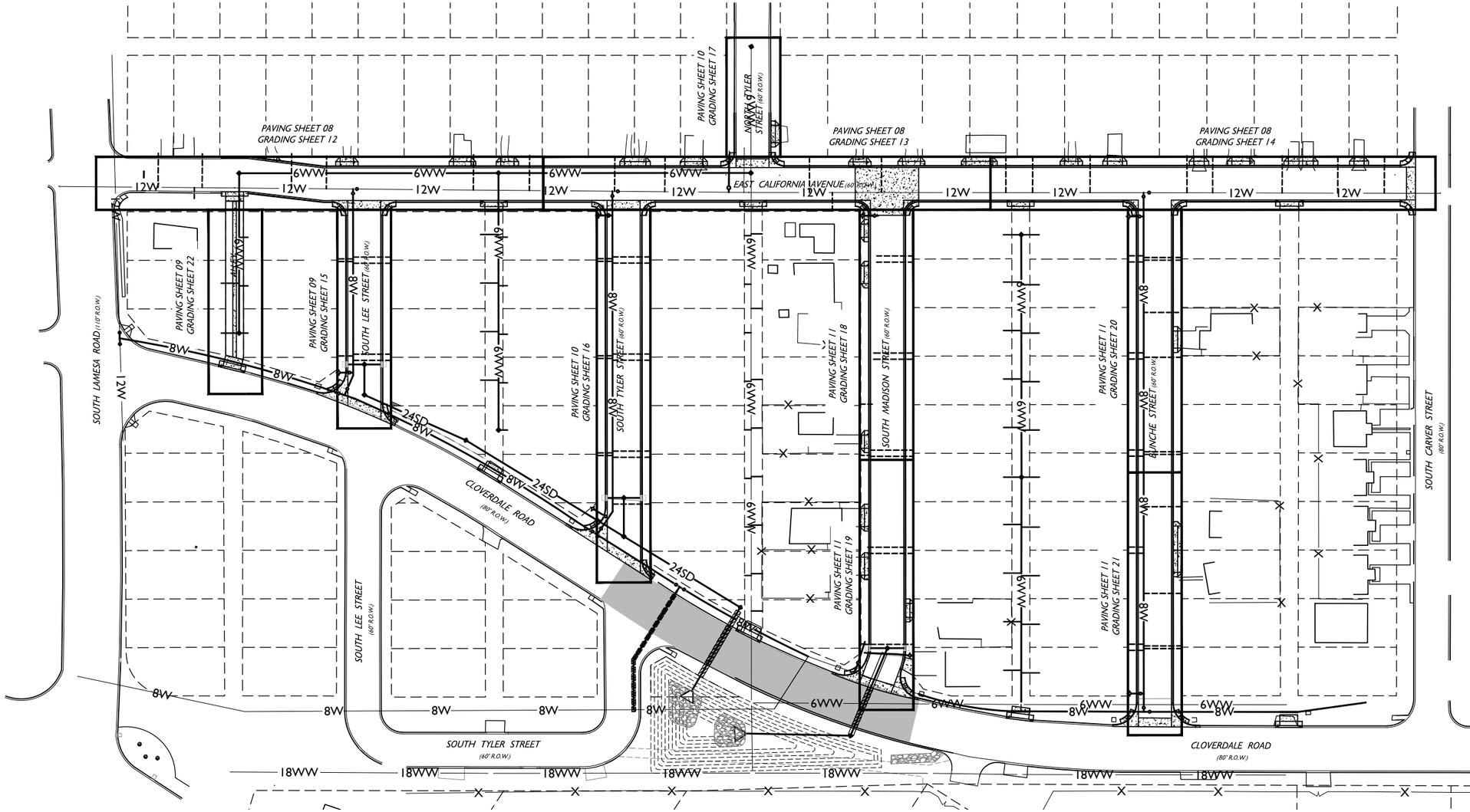
01

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F:\2020\200069- CITY OF MIDLAND-PARK AVENUE HEIGHTS 2\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING AND DRAINAGE CONSTRUCTION PLANS\200069 01 COVER SHEET.DWG

PACKET 7.329 November 16, 2021
TDLR REVIEW REQUIRED

© COPYRIGHT 2018 ALL RIGHTS RESERVED F:\2020\200069- CITY OF MIDLAND-PARK AVENUE HEIGHTS 2\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING AND DRAINAGE CONSTRUCTION PLANS\200069 02 MASTER LAYOUT SITE MAP.DWG



0' 120' 240'

SCALE 1" = 120'

ENGINEERING APPROVED &[Date] CITY OF MIDLAND 08.23.2021

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 04/16/2021

Know what's below. Call before you dig.

Δ	REVISIONS	BY	APPR.	DATE
	-	-	-	-

DRAWN BY: JAR
CHECKED BY: CRT
APPROVED BY: ALM
DATE: 5/12/2020
JOB: 200069

MIDLAND Engineering Services

MASTER LAYOUT SITE MAP

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

02

GENERAL NOTES

BENCHMARK:

ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.

GENERAL:

1. 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.
2. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING [CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POT HOLES, RECENT EXCAVATIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS]. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
3. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING [CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POT HOLES, RECENT EXCAVATIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS]. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
4. 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.
5. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO ATTENTION OF PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.
6. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACT MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLNAD FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
7. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (2) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTURCTION ACTIVITY PERFORMED BY CONTRACTOR.
8. MATERIAL STORAGE IS TO BE PLACED IN PARK AVENUE HEIGHTS 2 WORK ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN. MATERIAL STORAGE IS TO NEVER BE PLACED IN CLOVERDALE ROAD RIGHT-OF-WAY.
9. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
10. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.
11. 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.
12. EXISTING ALIGNMENT IS CONSTRUCTION STAKING CONTROL ON CLOVERDALE ROAD ONLY, ALL OTHER ALIGNMENTS TO BE PER CONSTRUCTION DRAWINGS. ESTABLISH REFERENCE POINTS FOR CONTROL PRIOR TO REMOVING EXISTING.
13. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.
14. ALL DIMENSION BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.
15. ALL FITTINGS INSTALLED ARE TO BE WRAPPED.
16. 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.
17. 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.
18. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 5.0 POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (5.0 LBS / 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
19. ALL CONCRETE PAVEMENT, FILLET, VALLEY GUTTER, APPROACH, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.
20. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
21. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.

EXISTING INFRASTRUCTURE:

1. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE, BOTH PUBLIC AND PRIVATE (INCLUDING CAST IRON FEATURES), FROM ANY DAMAGE DUE TO CONSTRUCTION ACTIVITY NOT CALLED FOR IN THE CONSTRUCTION DRAWING SET. THE CONTRACTOR WILL REPLACE OR REPAIR, AS DIRECTED BY THE CITY, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEMS.
2. REPLACEMENT OF CAST IRON RING & COVER (R&C) AND VALVE BOXES WILL BE ACCOMPLISHED BY REMOVING ALL NECESSARY CONCRETE/ASPHALT AND SALVAGING THE EXISTING R&C AND VALVE BOX (PRIOR TO THE MILLING OPERATION). UPON COMPLETION OF THE REMOVAL, THE AFFECTED AREAS WILL BE PLATED AND PREPARED FOR ASPHALT PLACEMENT. ONCE THE ASPHALT SURFACE COURSE HAS BEEN COMPLETED, THE ASPHALT WILL BE SAW CUT AND THE R&C OR VALVE BOX ADJUSTED TO THE APPROPRIATE GRADE AND CONSTRUCTED IN ACCORDANCE WITH STANDARD CITY SPECIFICATIONS. CONCRETE AROUND ALL COVERS WILL BE AT LEAST 1.0' WIDE MEASURED FROM THE EDGE OF UTILITY COVER TO OUTER EDGE OF CONCRETE RING.
3. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
4. ALL EXISTING MANHOLES AND VALVES MUST BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
5. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
6. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.
7. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
8. 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.
9. SURVEY CONTROL POINTS.
   CONTROL POINT GENERALLY LOCATED MIDWAY BETWEEN CALIFORNIA AND CLOVERDALE AS WELL AS MIDWAY BETWEEN BUNCHE AND MADISON.

N: 10692114.726
E: 1761654.504
ELEV: 2766.914

CONTROL POINT GENERALLY LOCATED ON CARVER STREET MIDWAY FROM CALIFORNIA TO CLOVERDALE

N: 10692174.407
E: 1762150.140
ELEV: 2765.60

MILLING:

1. MILLING AND CLEANING OF EXISTING PAVEMENT. MILL DESIGNATED AREA TO A DEPTH OF 5". USING A SELF-PROPELLED ASPHALT PLANNER. CARE SHOULD BE TAKEN TO ENSURE THAT THE SPECIFIED DEPTH AND CROSS-SLOPE IS MAINTAINED. PERFORM MILLING OPERATION, INCLUDING REMOVAL OF THE MILLED MATERIAL, IN A MANNER THAT PREVENTS DUST AND OTHER PARTICULATE MATTER FROM ESCAPING INTO THE AIR. MILLINGS WILL BECOME THE PROPERTY OF THE CONTRACTOR AND ARE TO BE HAULED AWAY AND DISPOSED OF ACCORDING TO LOCAL, STATE AND FEDERAL REGULATIONS.
2. ENSURE THAT THE MILLED AREA IS FREE FROM GOUGES, CONTINUOUS GROOVES, RIDGES, AND DELAMINATED AREA AND HAS A UNIFORM TEXTURE. CORRECT DEVIATIONS GREATER THAN ¼ INCH IN 16 FT. MEASURED LONGITUDINALLY OR GREATER THAN ¼ INCH OVER THE ENTIRE WIDTH OF THE CROSS SECTION. CORRECT BY LOOSENING, ADDING, OR REMOVING MATERIAL AND RECOMPACT, AS NECESSARY. IF PAVEMENT BELOW THE SPECIFIED MILLING LEVEL BECOMES DISLODGED OR DELAMINATED, REMOVE AND REPLACE. WHEN THE UNDERLYING ROCK BASE IS EXPOSED AFTER MILLING, THE SURFACE SHALL BE FINISHED TO A SMOOTH SURFACE BY BLADING, WATERING, AND COMPACTING. ALL MILLED SURFACES SHALL BE PROOF - ROLLED IN ACCORDANCE WITH CITY OF MIDLAND STANDARDS PRIOR TO THE APPLICATION OF A TACK COAT.
3. ALL AREA IDENTIFIED AS FAILING DURING PROOF - ROLLING SHALL BE REPAIRED PRIOR TO PAVING.
4. EXCEPT WHERE CONCRETE VALLEY GUTTERS EXIST, SAW CUT AT THE LIMITS OF PAVING AT INTERSECTIONS AND AT OTHER LIMITS REQUIRING A NEAT EDGE BETWEEN NEW AND EXISTING PAVEMENT. BLADE AND/OR CLEAN WITH MECHANICAL SWEEPER THE MILLED AREA BEFORE OPENING TO TRAFFIC OR BEFORE THE SUBSEQUENT TACK COAT AND RESURFACING.
5. WHEN THE MILLED SURFACE IS OPENED TO TRAFFIC A "WEDGE" OF MATERIAL WILL BE PLACED LONGITUDINALLY BETWEEN LANES, AT INTERSECTIONS AND AT DRIVEWAYS. THE "WEDGE" WILL BE REMOVED AND PROPERLY DISPOSED OF PRIOR TO PAVING OPERATIONS. MATERIAL WILL BE AS APPROVED BY ENGINEER. THIS WORK WILL NOT BE PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO VARIOUS BID ITEMS. AT TRANSVERSE EDGES OF MILLED AREAS, PROVIDE A SMOOTH TRANSITION FROM THE MILLED SURFACE TO THE EXISTING PAVEMENT.

PAVING AND CONCRETE:

1. PRIOR TO PAVING ACTIVITIES, ALL EXISTING BASE COURSE OR REMAINING MATERIAL WILL BE PROOF ROLLED WITH A MINIMUM 25 TON PNEUMATIC ROLLER.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. USE POLYPROPYLENE FIBER REINFORCING WHEN SPECIFIC AT A RATE OF 5.0 LBS/CY IN LIEU OF WIRE REINFORCING. REBAR REINFORCEMENT ONLY TO BE USED WHEN SPECIFICALLY CALLED FOR ON PLANS.
6. PRIME COAT WILL BE APPLIED AS PER CITY STANDARD SPECIFICATION ON TOP OF ALL PREPARED BASE COURSE SURFACES.
7. TACK COAT WILL BE UNIFORMLY SPRAYED USING THE MATERIALS AND METHODS OUTLINED IN THE CITY OF MIDLAND'S STANDARD SPECIFICATIONS. UNIFORMLY APPLY TACK COAT TO ALL LONGITUDINAL AND TRANSVERSE JOINTS. CORRECT UNCOATED OR LIGHTLY COATED AREAS. BLOT AREAS SHOWING AN EXCESS OF TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND REMOVE BLOTTING MATERIAL BEFORE PAVING.
8. PRIME COAT WILL BE MEASURED BY THE GALLON BEFORE DILUTION. WATER WILL NOT BE MEASURED FOR PAVEMENT.
9. CONSTRUCT HYDRAULIC CEMENT CONCRETE PAVEMENT IN ACCORDANCE WITH CONSTRUCTION DRAWINGS, CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
10. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISHED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.

STATE OF TEXAS
ANDREW L. MELLEN
106572
PROFESSIONAL ENGINEER
11/16/2021

PACKET 7 of 521 November 16, 2021

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JOB: 200069

MIDLAND Engineering Services

GENERAL NOTES

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

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10.15.2021 [Date] 08.23.2021 [Date]

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11. PLACE CONCRETE WITHIN 45 MINUTES OF BATCHING. USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE; DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE. SEGREGATED CONCRETE IS SUBJECT TO REJECTION.
12. PROVIDE CONCRETE WITH A SLUMP IN ACCORDANCE WITH CITY OF MIDLAND SPECIFICATIONS, UNLESS OTHERWISE NOTED ON THE PLANS.
13. CONTROL, EXPANSION, AND/OR CONSTRUCTION JOINTS. JOINT MATERIALS AND CONSTRUCTION METHODS MUST COMPLY WITH CITY OF MIDLAND SPECIFICATIONS. CONSTRUCT JOINTS TO DIMENSIONS AND AT SPACING SPECIFIED ON CITY OF MIDLAND STANDARD DETAILS DRAWINGS.
14. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. PLAN JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.
15. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.
16. EXISTING STAND-UP CURBS ARE 7.0" CURBS RATHER THAN CURRENT 6.0" CITY STANDARD CURBS IN THIS MATCH EXISTING CURB HEIGHT THROUGHOUT.
17. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONFLICT WITH FLARES IS DISCOVERED IN FIELD.
18. ALL CONCRETE PAVEMENT JOINTS ARE TO BE SEALED IN COMPLIANCE WITH CITY OF MIDLAND STANDARDS. THIS REQUIREMENT DOES NOT APPLY TO PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR CURB JOINTS.
19. ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS AND BETWEEN EXISTING CURB AND PROPOSED CURB.
20. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.0% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS SLOPE GREATER THAN 2.0%.
21. WHEN PLACED ADJACENT TO CONCRETE PAVEMENT, CURB JOINT SPACING IS TO MATCH CONCRETE PAVEMENT SPACING. WHEN PLACED SEPARATELY FROM PAVEMENT, CURB JOINTS ARE TO BE SPACED NO CLOSER THAN 2.0' AND NO FURTHER THAN 10.0' APART.
22. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND GUTTER.
23. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB.
24. UTILIZE SAWCUT OR TOOL JOINTS IN SIDEWALK SPACED EVERY 5.0' WITH AN EXPANSION JOINT FOR EVERY 12TH JOINT OF SIDEWALK.
25. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

CONCRETE CURBS & FLATWORK:

1. CONSTRUCT CONCRETE CURB-AND-GUTTERS, FILLETS, AND VALLEY GUTTERS IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS, AND IN ACCORDANCE WITH CITY OF MIDLAND DETAIL DRAWINGS.
2. CURB-AND-GUTTERS CAN BE MANUALLY FORMED OR SLIPFORMED AND ARE TO BE PLACED SEPARATELY FROM PAVEMENTS EXCEPT FOR FILLETS OR IF OTHERWISE INDICATED IN THE CONSTRUCTION DRAWINGS. FOR FACE OF GUTTER, USE A TEMPLATE CONFORMING TO LINES AND DIMENSIONS SHOWN FOR APPROPRIATE CURB TYPE ON CITY OF MIDLAND STANDARD DETAIL DRAWINGS.
3. WHEN PLACING CONCRETE FOR CURB-AND-GUTTER, ENSURE THAT GUTTER LINE CONFORMS TO LINES AND GRADES SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS. SET AND MAINTAIN A GUIDELINE TO MONITOR GUTTER LINE.
4. WHEN PLACING CONCRETE FOR SIDEWALKS, PEDESTRIAN RAMPS, AND OTHER FLATWORK, ENSURE THAT FORMWORK IS STABLE AND IS NOT PUSHED, BUMPED, OR SHOVED DURING PLACEMENT ACTIVITIES. AFTER PLACEMENT AND FINISHING, BUT BEFORE CONCRETE SETS, ENSURE THAT LINES AND GRADES, ESPECIALLY CROSS-SLOPES, COMPLY WITH THOSE SHOWN AND SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS.

GENERAL NOTES

5. WHEN PLACED SEPARATELY FROM PAVEMENTS, TOOL JOINTS IN CURB-AND-GUTTERS, TAKING CARE NOT TO PULL PLASTIC CONCRETE OUT OF LINE WHEN RELEASING TOOL. IF PAVEMENT IS CONCRETE, MATCH JOINT LOCATIONS WITH PAVEMENT JOINTS. OTHERWISE, SPACED TOOLED CONTROLED JOINTS NO MORE THAN 10-LF AND NO LESS THAN 2-LF IN CURB-AND-GUTTERS; SUBSTITUTE AN EXPANSION JOINT FOR EVERY 6TH CONTROL JOINT. PROVIDE EXPANSION JOINTS BETWEEN NEW CURB-AND-GUTTERS AND EXISTING CURB-AND-GUTTERS.
6. SAWCUT OR TOOL JOINTS IN SIDEWALKS AND OTHER FLATWORK. SPACE CONTROL JOINTS NOT MORE THAN 5-LF IN SIDEWALKS. SUBSTITUTE AN EXPANSION CONTROL JOINT FOR EVERY 12TH CONTROL JOINT. PROVIDE EXPANSION JOINT BETWEEN NEW WORK AND EXISTING WORK. IN OTHER FLATWORK, SAWCUT JOINTS IN A MINIMUM 5'x5' AND MAXIMUM 10'x10' SQUARE PATTERN; PROVIDE EXPANSION JOINTS WHERE SHOWN ON THE PLANS AND BETWEEN FLATWORK AND VERTICAL FACE OF STRUCTURE.
7. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

EROSION CONTROL:

1. CONTRACTOR WILL INSTALL BMP'S IN ACCORDANCE WITH CONSTRUCTION DRAWINGS, CITY OF MIDLAND STANDARDS AND SPECIFICATIONS, AND PER INDUSTRY STANDARDS AND REGULATIONS INCLUDING THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP) INSTALLATION OF BMP'S IS TO OCCUR PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY. REPAIR, ADJUST, OR MODIFY THE CONTROL MEASURES IF CONTROL MEASURES PROVE INEFFECTIVE OR IF ADDITIONAL CONTROL MEASURES ARE NEEDED.
2. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
3. COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
4. IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROLS, POLLUTION PREVENTION, AND SITE SPILL RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3 OR SWPPP) REQUIREMENTS AND SHEETS.
5. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.
6. DAMAGES TO ADJACENT PROPERTY OR TO RECEDING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
7. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OR ANY OFF-SITE SILTATION CAUSED BY THEIR OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES, AT NO ADDITIONAL COST TO CITY.
8. CONTRACTOR MUST REMOVE AND PROPERLY DISPOSE OF ACCUMULATED SILT AND SEDIMENT FROM EROSION CONTROLS WHEN IT REACHES A DEPTH EQUAL TO HALF THE HEIGHT OF THE CONTROL, OR IMPAIRS THE EFFECTIVENESS OF THE CONTROL.
9. INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF 1/2 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.
10. ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERTY CONTROL SEDIMENT RUNOFF.
11. TAKE NECESSARY MEASURES TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL, ETC.) THAT FALLS OUT ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.
12. TO DEWATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER DISCHARGE WATER.
13. ALL TEMPORARY EROSION CONTROL MEASURES MUST BE REMOVED FROM SITE UPON COMPLETION OF CONSTRUCTION WHEN STABILIZED.

TRAFFIC CONTROL:

1. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO BUSINESS DAYS BEFORE CONTRACTOR STARTS ANY CONSTRUCTION ACTIVITY. RESIDENTIAL STREETS AND MINOR COLLECTORS MAY BE CLOSED DURING CONSTRUCTION; HOWEVER, ACCESS TO PROPERTIES ADJACENT TO THE WORK ZONE SHALL BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE APPROVED BY THE ENGINEER. CONTRACTOR WILL LIMIT THE NUMBER OF CONSECUTIVE RESIDENTIAL AND MINOR COLLECTOR STREET CLOSURES. A MINIMUM OF TWO TRAVEL LANES (ONE IN EACH DIRECTION) SHALL REMAIN OPEN AT ALL TIMES ON ALL ARTERIAL STREETS.
2. STOP EQUIPMENT FOR TRAFFIC WHEN CROSSING ANY TRAFFIC LANES. FURNISH FLAGGERS TO WARN EQUIPMENT OPERATORS OF APPROACHING TRAFFIC, UNLESS OTHERWISE DIRECTED.
3. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS AND OTHER PEDESTRIAN AREAS THAT POSE A HAZARD TO PEDESTRIAN TRAFFIC AS DIRECTED.

FINAL CLEANUP:

1. CONTRACTOR IS TO MAKE ALL REASONABLE EFFORT TO CLEAN AND RESTORE PROJECT SITE TO ORIGINAL OR BETTER CONDITION AT THE CONCLUSION OF CONSTRUCTION ACTIVITY. THIS INCLUDES BUT IS NOT LIMITED TO STREET SWEEPING AND OTHER SEDIMENT REMOVAL, REMOVAL OF CONSTRUCTION MATERIAL AND DEBRIS.
2. AFTER CONSTRUCTION, RESTORE ADJACENT SURFACES TO A CONDITION APPROVED BY THE ENGINEER.

PACKET

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November 16, 2021

08.23.2021

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APPROVED BY: ALM
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JOB: 200069

MIDLAND Engineering Services

GENERAL NOTES

PARK AVENUE HEIGHTS 2
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F:\2020\200069- CITY OF MIDLAND-PARK AVENUE HEIGHTS 2\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING AND DRAINAGE CONSTRUCTION PLANS\200069 05 QUANTITIES SUMMARY.DWG

SUMMARY OF CONSTRUCTION ITEMS

	FLEX BASE	PRIME COAT (MC-30) ~~or (AEP)~~	Tack Coat (MC-30) ~~or (AEP)~~	CONCRETE CURB & GUTTER TYPE A	CONCRETE CURB & GUTTER TYPE C	CURB RAMP	CONCRETE DRIVEWAY	CONCRETE PAVEMENT	CONCRETE FILLET	VALLEY GUTTER	HOTMIX TYPE C 3"	HOTMIX TYPE D 2"	ALLEY APPROACH	ADJUSTING MANHOLES	ADJUSTING WATER VALVE BOX	CONCRETE SLEEPER SLAB	ROCK RIPRAP	UNCLASSIFIED EXCAVATION	SEEDING & STABILIZATION	CONCRETE HEAD-WALLS	TXDOT CURB INLET
UNIT	SY	GAL	GAL	LF	LF	SY	SY	SY	SY	SY	TON	TON	SY	EA	EA	SY	SY	CY	SY	EA	EA
DEPTH	6"	–	–	–	–	4"	6"	7"	6"	6"	3"	2"	6"	–	–	–	–	–	–	–	–
RATE	–	0.20 GAL/SY	0.10 GAL/SY	–	–	–	–	–	–	–	330 LBS/SY	220 LBS/SY	–	–	–						–
SHEET 08	7,484.06	1,214	0	1,651	592	130	416	361	126	164		667.59	145	3	14	74					
SHEET 09	1,541.33	244	0	390	0	25	0	0	59	123		133.98	33	3	3						
SHEET 10	1,981.56	362	0	812	0	23	31	0	80	49		199.10	0	2	3						
SHEET 11	5,550.72	903	0	2,087	0	43	269	0	104	82		496.76	0	1	3						
SHEET 15																					2
SHEET 16																					2
SHEET 19																					2
SHEET 23													0								
SHEET 24	2,050	410	205								338.25	225.50					377	3755	2,230	2	
TOTALS:	18,607.67	3,133	205	4,940	592	221	716	361	369	418	338.25	1,722.93	178	9	23	74	377	3,755	2,230	2	6

SUMMARY OF REMOVAL ITEMS

	CURB AND GUTTER REMOVAL	SIDEWALK / RAMP CONC REMOVAL	MISC CONCRETE REMOVAL	ASPHALT REMOVAL	ASPHALT MILL	SAWCUT	UNDLASSIFIED EXCAVATION (ROADWAY)
UNIT	LF	SY	SY	SY	SY	LF	SY
DEPTH	–	4-6" TYP.	4-6" TYP.	2"	2"	2-4" TYP.	<12" TYP.
RATE	–	–	–	–	–	–	–
SHEET 06	815	55	122	5,600	634	445	500
SHEET 24							
TOTALS:	815	55	122	7,653	634	445	18,607

APPROVED AS NOTED
[Date]
08.23.2021
CITY OF MIDLAND

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
04/16/2021

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QUANTITY SUMMARY

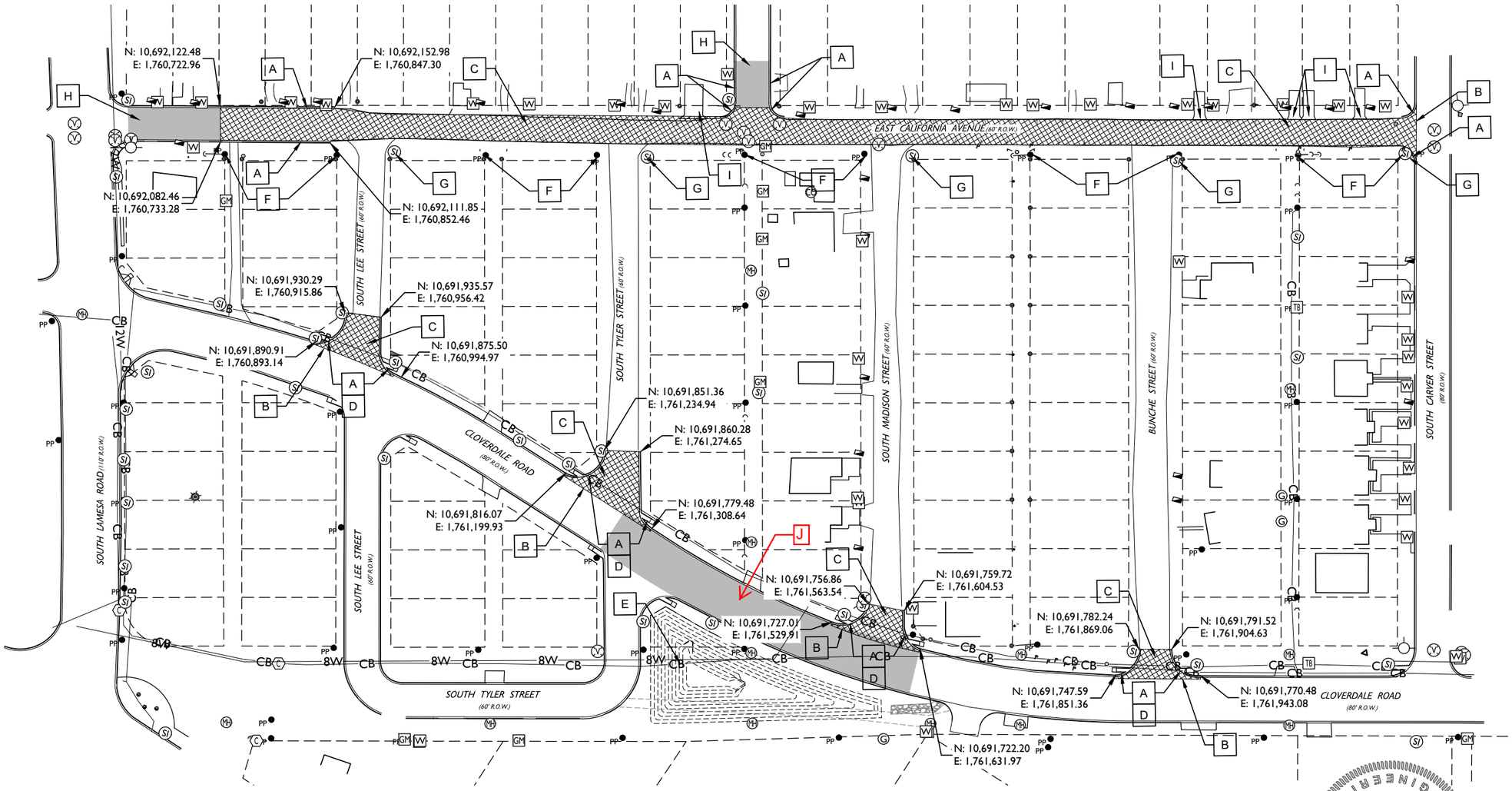
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GENERAL DEMOLITION NOTES:

1. CONTRACTOR IS TO NOTIFY PROJECT 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.
2. 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.
3. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

DEMOLITION NOTES:

- A. DEMO EXISTING CURB AND GUTTER. APPROX. 815 LF TOTAL.
- B. SAWCUT ASPHALT PAVEMENT AS SHOWN.
- C. REMOVE EXISTING ASPHALT PAVEMENT AND BASE FOR FULL SECTION ROADWAY INSTALLATION . APPROX. 5600 SY TOTAL.
- D. REMOVE EXISTING PEDESTRIAN RAMP AS SHOWN. APPROX. 55 SY TOTAL.
- E. EXISTING UNDERGROUND CABLE TO BE RELOCATED BY CABLE COMPANY.
- F. RELOCATION OF EXISTING POWER POLES BEING COORDINATED WITH ONCOR ELECTRIC.
- G. EXISTING STREET SIGNS TO BE RELOCATED BY CITY IF NEEDED DUE TO CONFLICT WITH PROPOSED IMPROVEMENTS.
- H. 2" MILL OUT EXISTING ASPHALT AND OVERLAY NEW ASPHALT. APPROX. 617 SY TOTAL.
- I. REMOVE MISCELLANEOUS CONCRETE. APPROX. 122 SY TOTAL.
- J. REMOVE EXISTING ASPHALT PAVEMENT AND BASE FOR FULL SECTION ROADWAY INSTALLATION. APPROX. 2055 SY TOTAL.

0' 120' 240'

SCALE 1" = 120'

ENGINEERING APPROVED AS NOTED &[Date] CITY OF MIDLAND

08.23.2021

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER

04/16/2021

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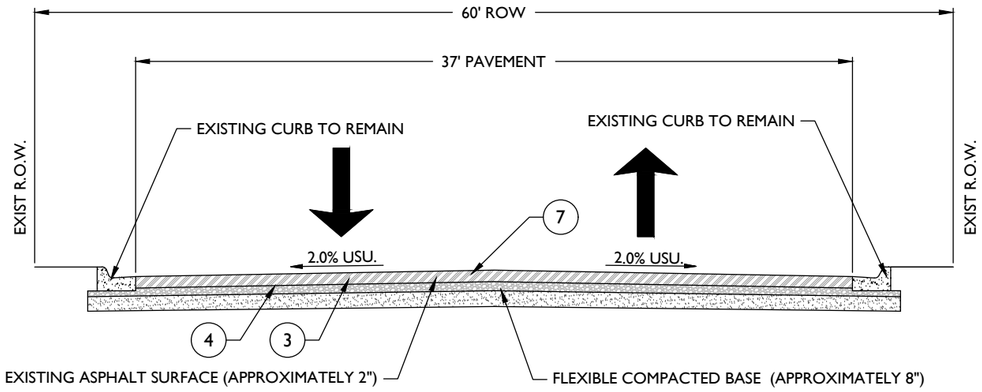
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DEMOLITION PLAN

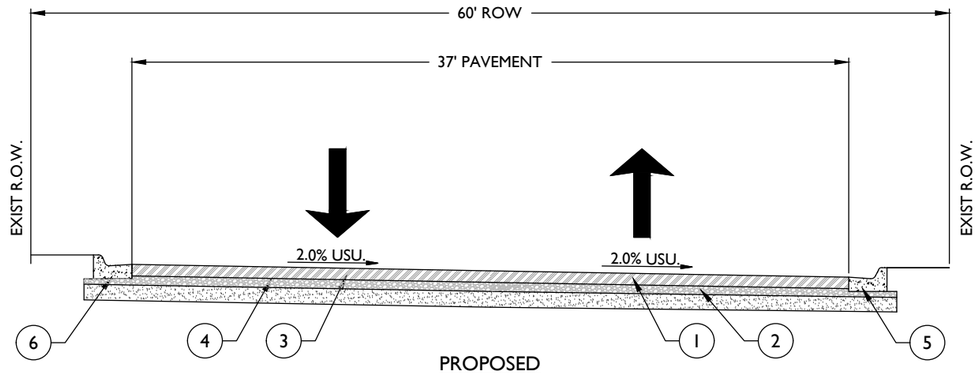
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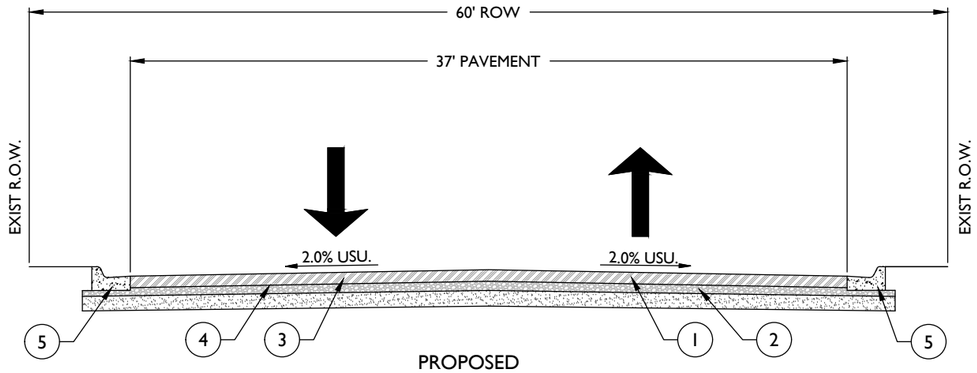
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PROPOSED
CALIFORNIA AVENUE (STA 10+40 TO 11+73.60)



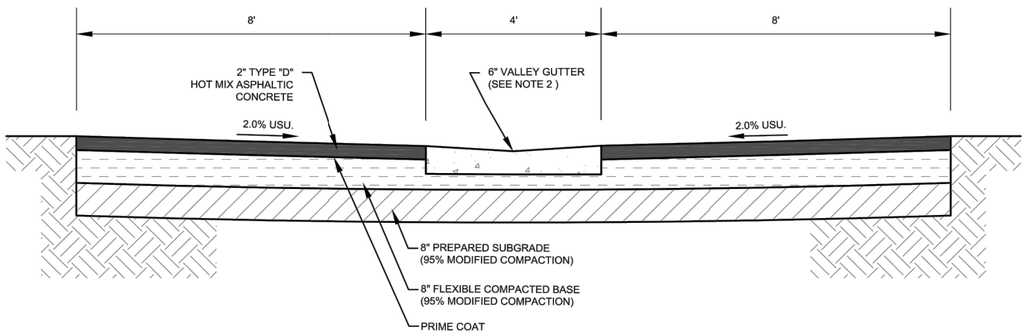
PROPOSED
CALIFORNIA AVENUE (STA 19+00 TO 25+00)



PROPOSED
CALIFORNIA (STA 11+73.60 TO 18+50)
TRANSITION FROM CROWN TO SUPERELEVATED 18+50 TO 19+00
LEE STREET
TYLER STREET
MADISON STREET
BUNCHE STREET

LEGEND

1. REMOVE EXISTING ASPHALT
2. PLACE 8" FLEXIBLE COMPACTED BASE
3. PLACE 2" TYPE D HOTMIX
4. PRIME COAT
5. TYPE "A" CURB & GUTTER
6. TYPE "C" INVERSE CURB & GUTTER
7. MILL 2"



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. WHERE LONGITUDINAL ALLEY GRADE IS LESS THAN 0.50%, CONSTRUCT A 4' WIDE CONCRETE VALLEY GUTTER ALONG THE CENTERLINE OF THE ALLEY. SEE DETAILS 218(A) AND 218(B).
3. SAW-CUT JOINTS ARE TO BE LOCATED AT EVERY 5' SPACING ALONG THE VALLEY GUTTER. SEAL ALL CONCRETE JOINTS.
4. EXPANSION JOINTS ARE TO BE LOCATED AT EVERY 200' SPACING ALONG THE VALLEY GUTTER. SEAL ALL CONCRETE JOINTS.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
STANDARD ASPHALT ALLEY CROSS SECTION			DETAIL: 203

ENGINEERING APPROVED [Date] CITY OF MIDLAND 08.23.2021

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
04/16/2021

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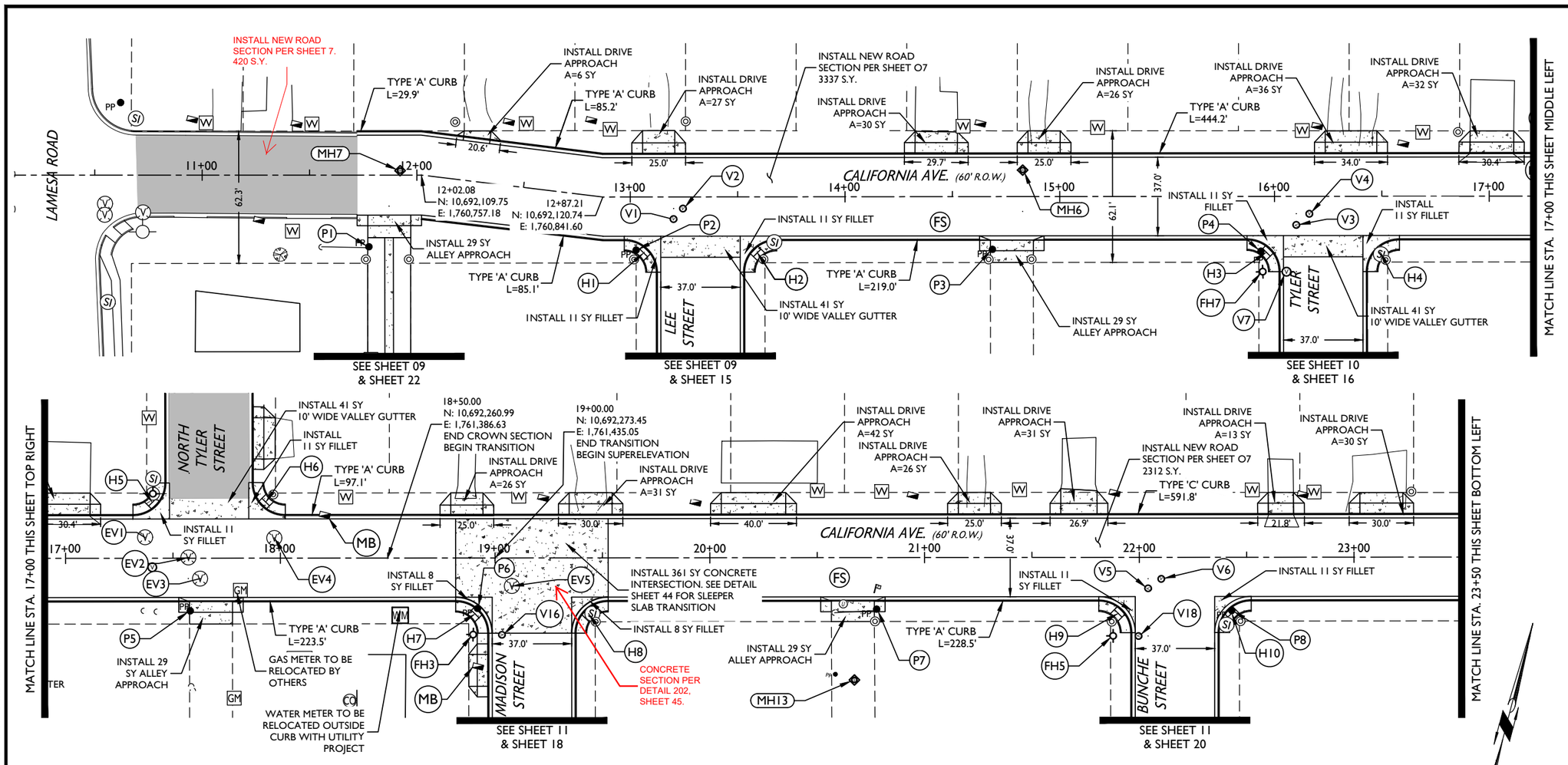
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TYPICAL SECTIONS
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KEY LEGEND

(VI)	SEE WATER VALVE COORDINATION SHEET 23
(FHI)	SEE FIRE HYDRANT COORDINATION SHEET 23
(PI)	SEE POWER POLE COORDINATION SHEET 23
(HI)	DIAGONAL CURB RAMP PER COM DETAIL 227 SEE HANDICAP RAMP COORDINATION SHEET 23
MHI	SEE MANHOLE COORDINATION SHEET 23
SDI	SEE STORM DRAIN COORDINATION SHEET 23
(FS)	FULL CITY STREET SECTION
(MB)	SEE MAILBOX NOTE SHEET 23

LEGEND

(V)	WATER VALVE
MH	MANHOLE
PP	POWER POLE
	ADA RAMP
	EXISTING MAIL BOX

0' 50' 100'

SCALE 1" = 50'

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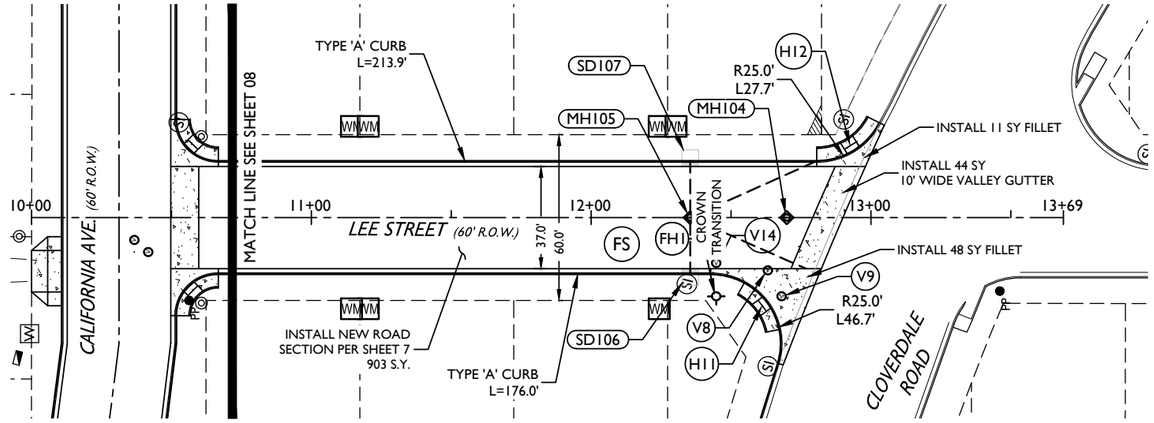
CALIFORNIA AVE PAVING PLAN

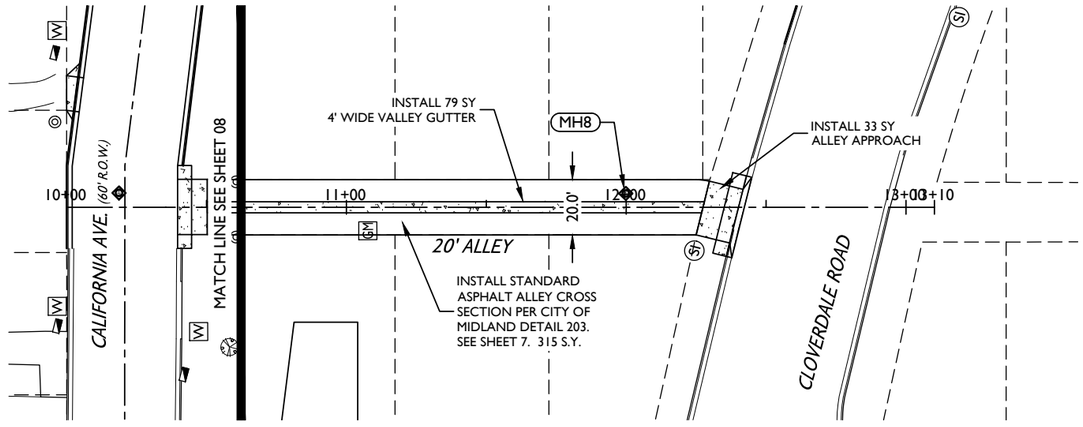
PARK AVENUE HEIGHTS 2
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KEY LEGEND

V1	SEE WATER VALVE COORDINATION SHEET 23
FH1	SEE FIRE HYDRANT COORDINATION SHEET 23
P1	SEE POWER POLE COORDINATION SHEET 23
H1	DIAGONAL CURB RAMP PER COM DETAIL 227 SEE HANDICAP RAMP COORDINATION SHEET 23
MH1	SEE MANHOLE COORDINATION SHEET 23
SD1	SEE STORM DRAIN COORDINATION SHEET 23
FS	FULL CITY STREET SECTION
MB	SEE MAILBOX NOTE SHEET 23

LEGEND

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MH	MANHOLE
PP	POWER POLE
	ADA RAMP
	EXISTING MAIL BOX

0' 50' 100'

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LEE STREET & ALLEY PAVING PLAN

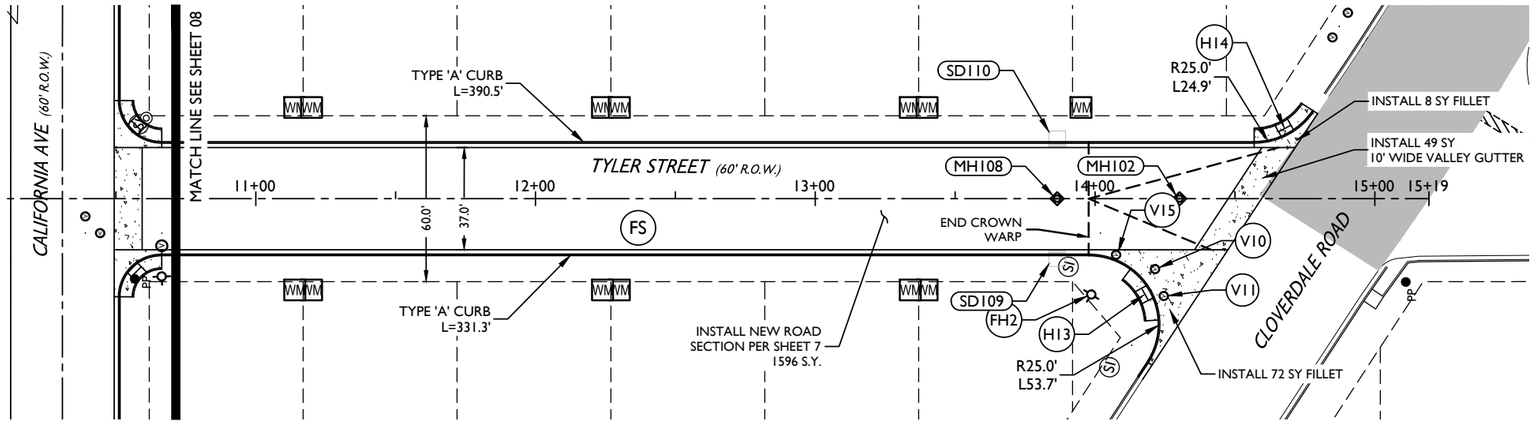
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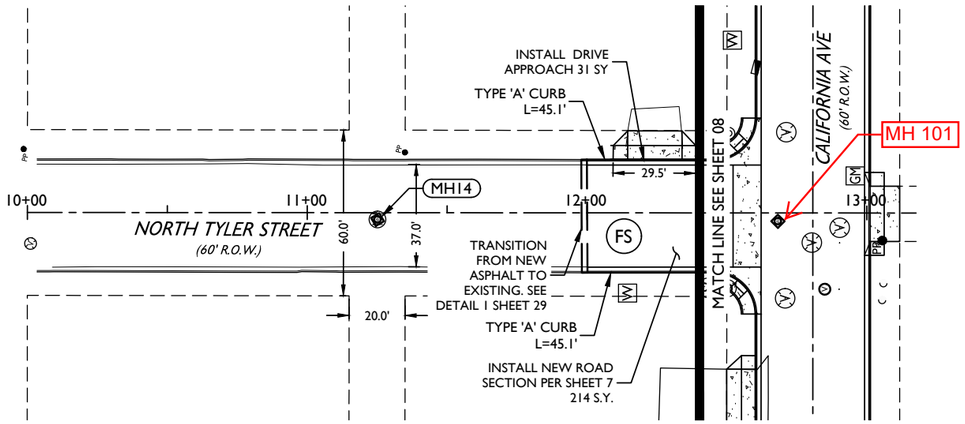
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KEY LEGEND

V1	SEE WATER VALVE COORDINATION SHEET 23
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	EXISTING MAIL BOX

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TYLER STREET PAVING PLAN

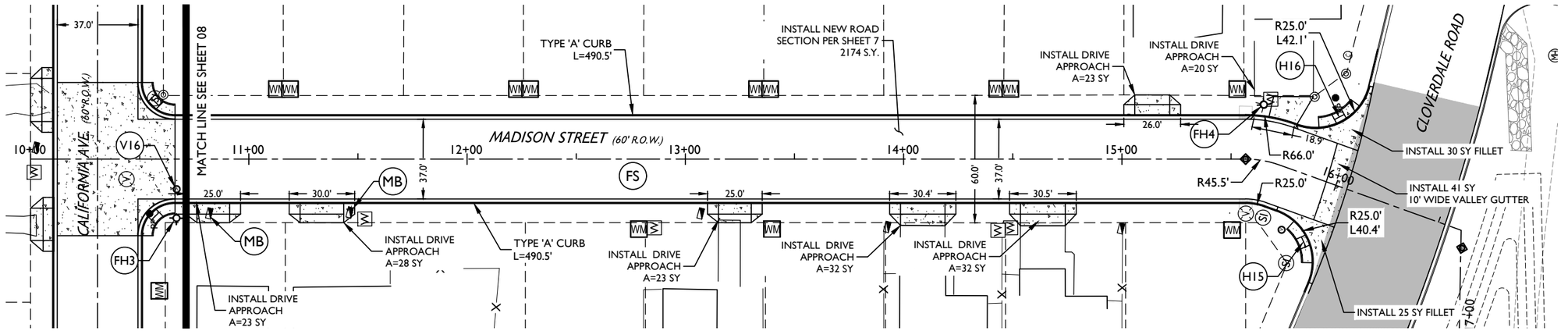
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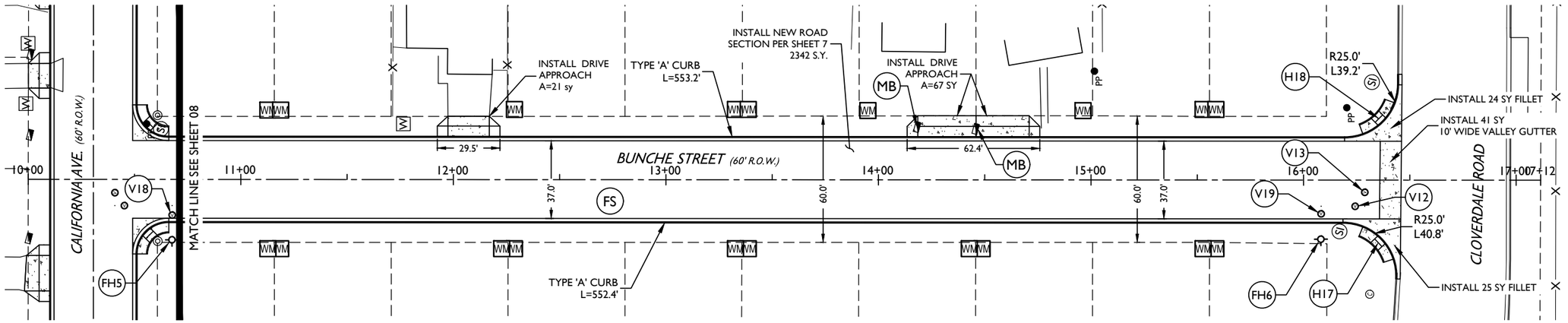
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KEY LEGEND

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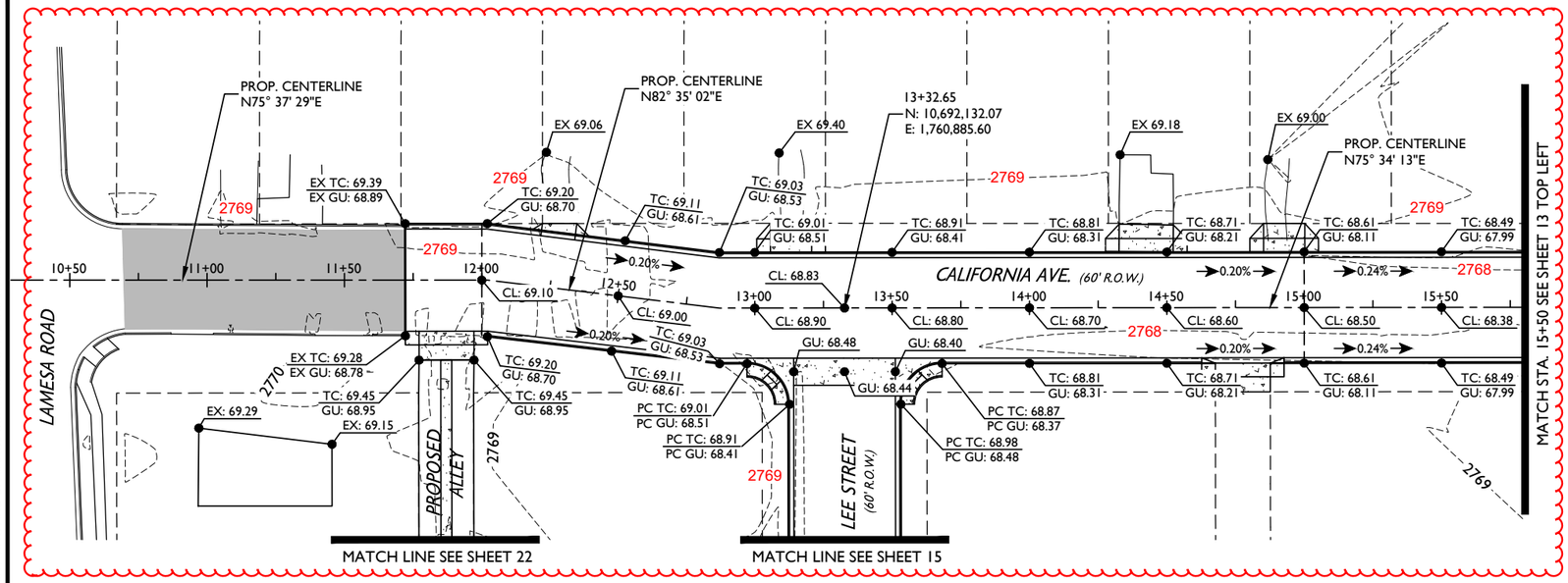
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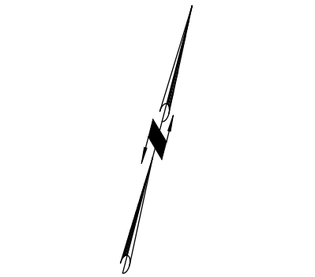
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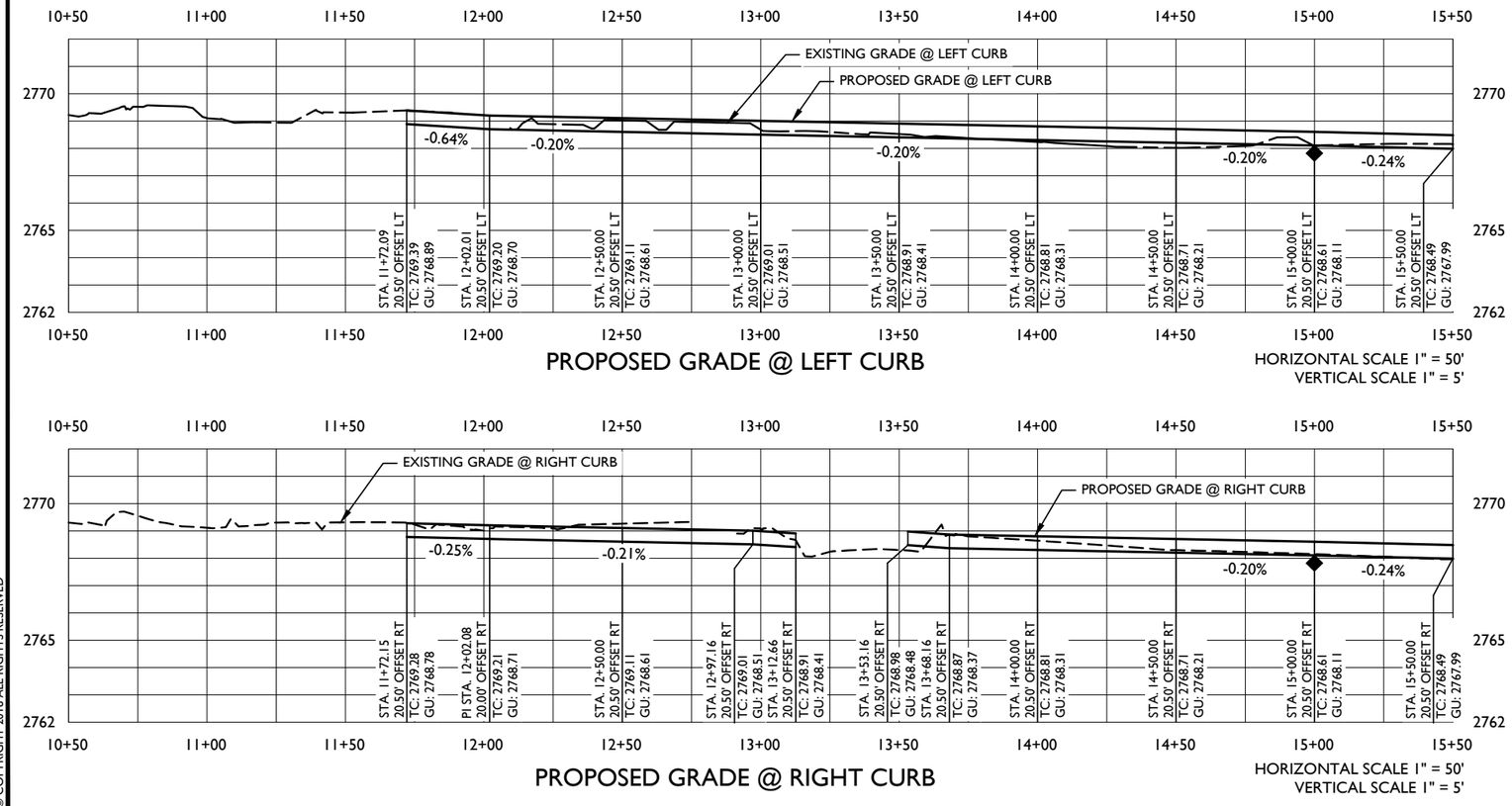
MADISON & BUNCHE STREET
PAVING PLAN
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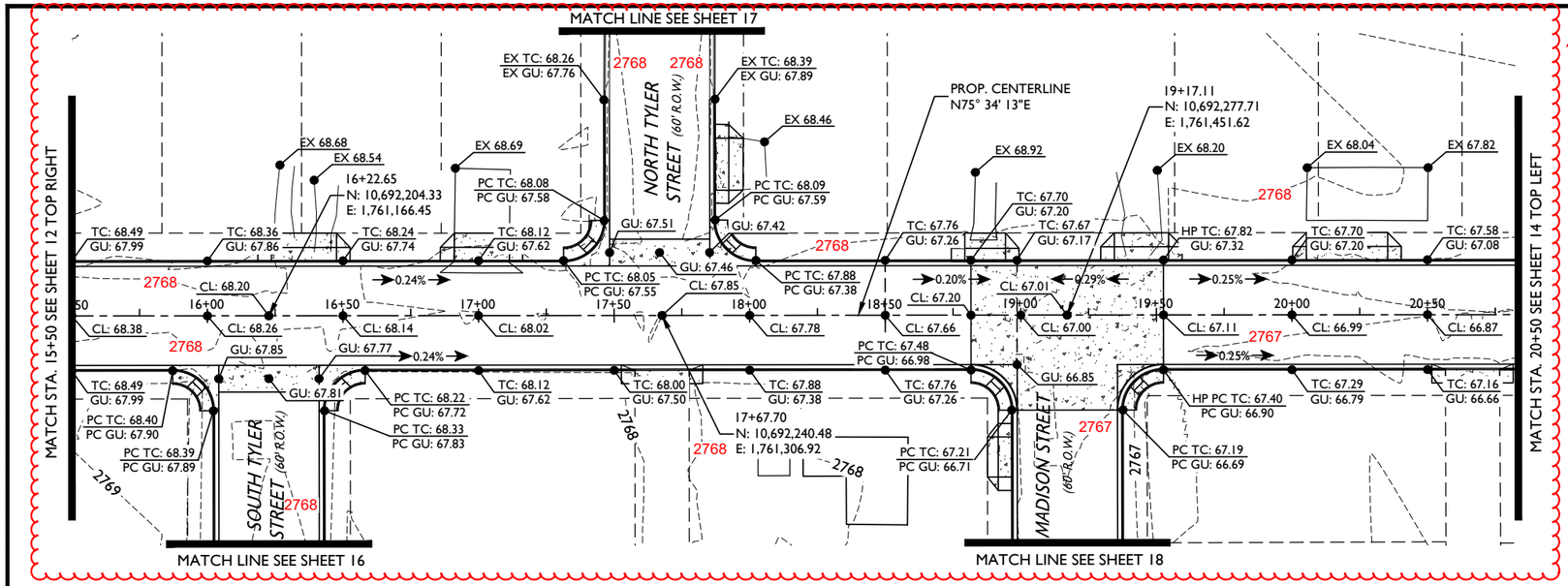
CALIFORNIA AVENUE P&P
PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS
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12

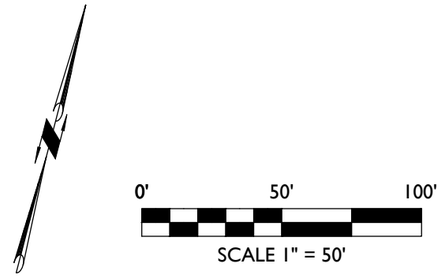
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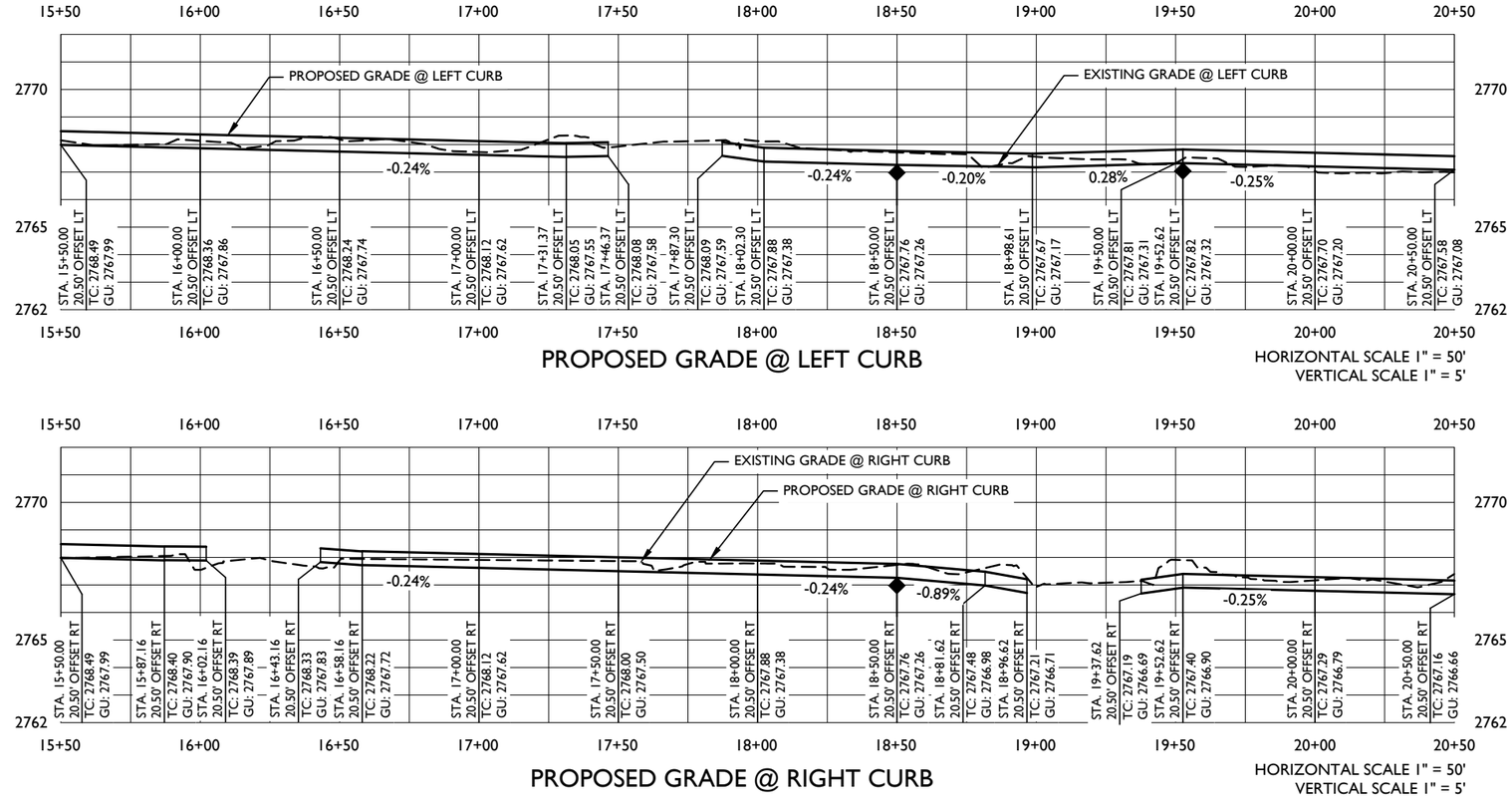
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01



NOTE: ROAD TRANSITIONING FROM CROWN TO SUPER ELEVATION BEGINNING AT STATION 18+50 TO 25+00. SEE SHEET 07 ON SECTION.



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CALIFORNIA AVENUE P&P

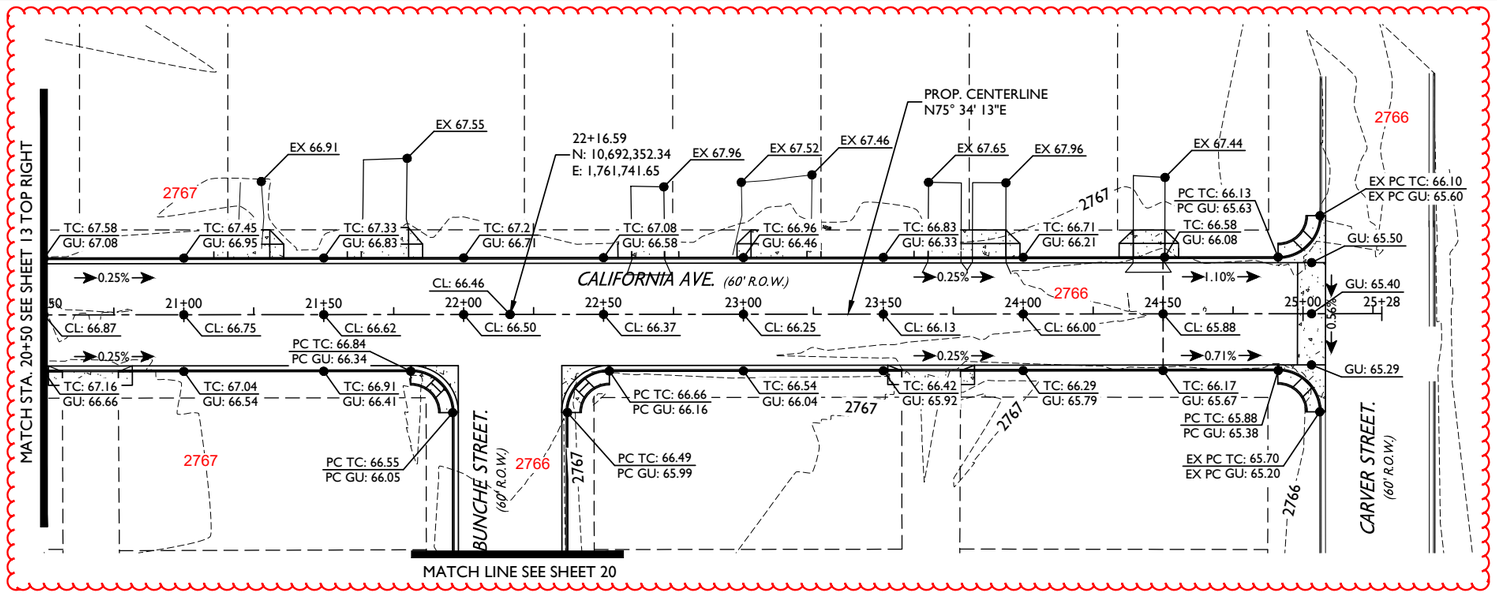
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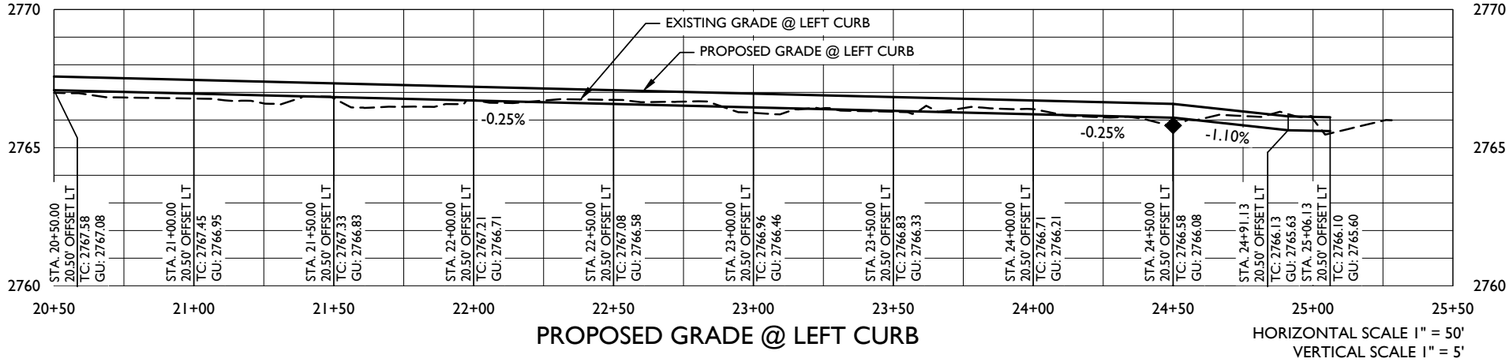
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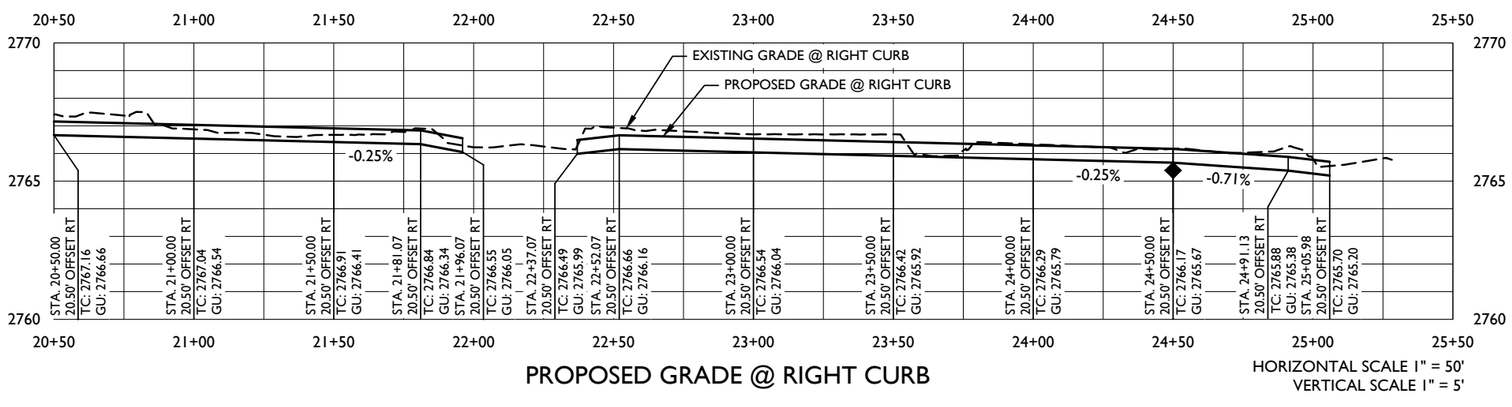
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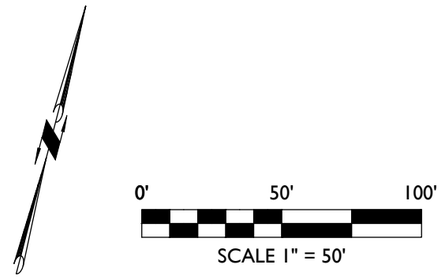
PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



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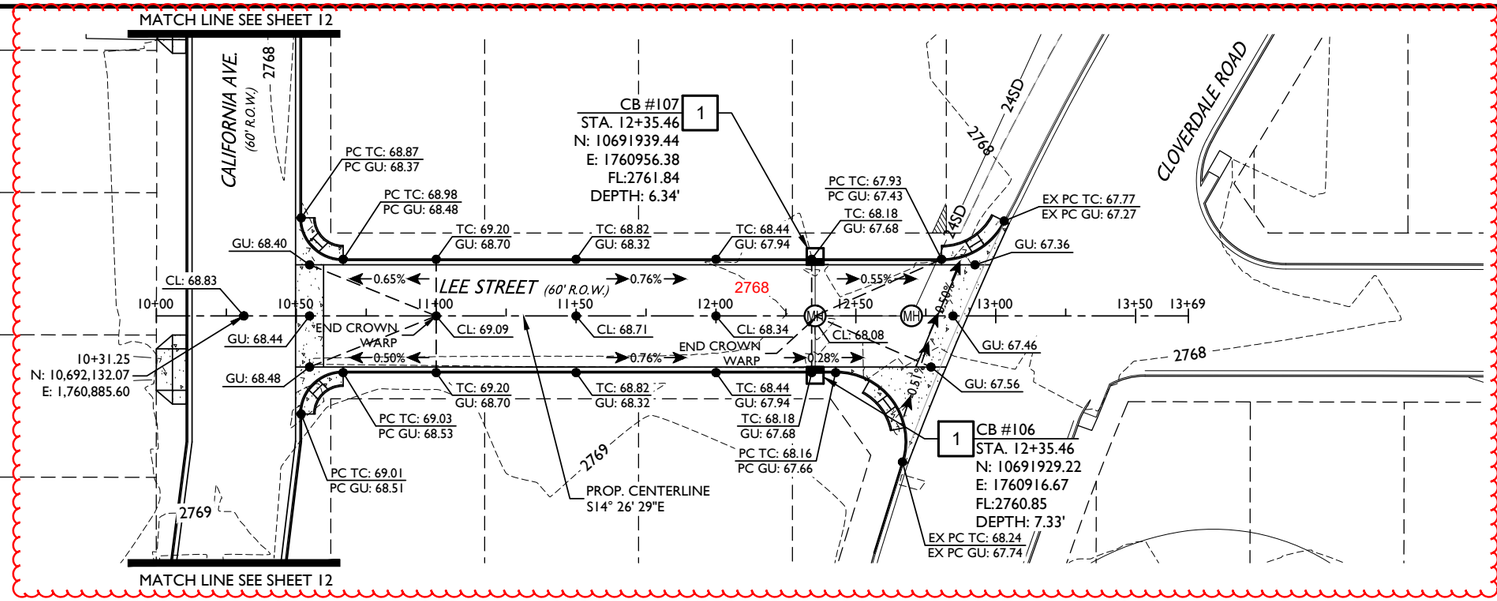
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CALIFORNIA AVENUE P&P

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

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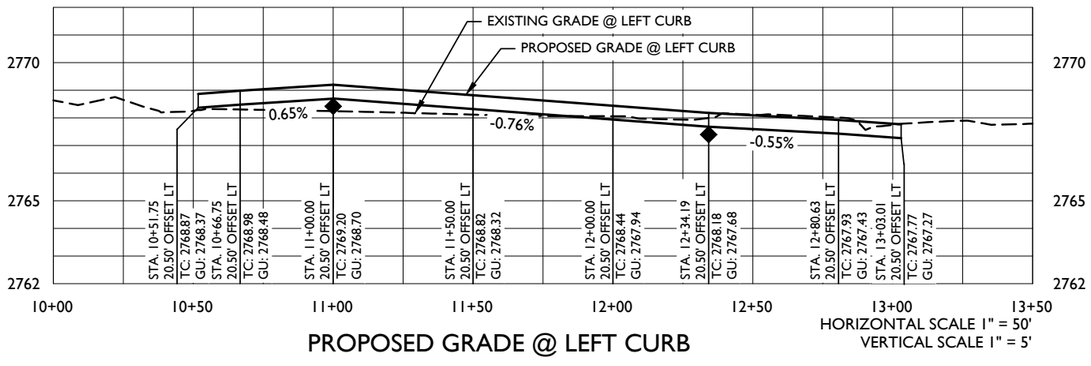
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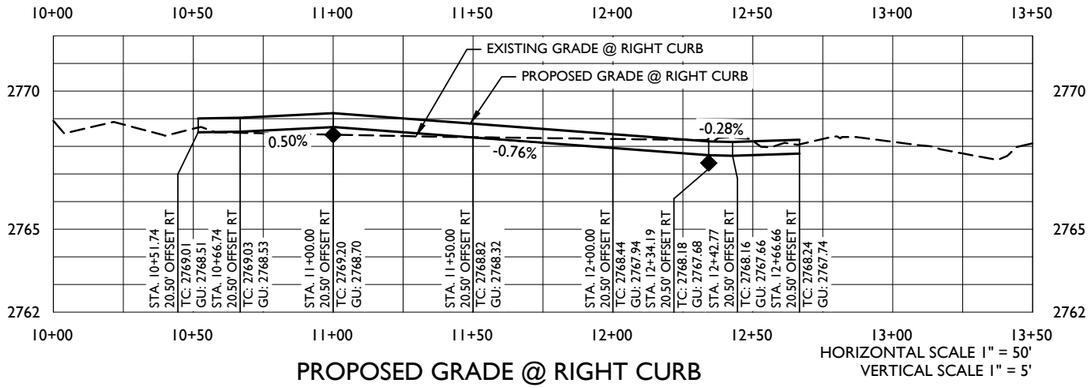
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0' 50' 100'

SCALE 1" = 50'



PROPOSED GRADE @ LEFT CURB



PROPOSED GRADE @ RIGHT CURB

STORM DRAIN CONSTRUCTION NOTES:

TYP. 1. REMOVE PLUG & INSTALL 5'x5' TxDOT CURB INLET SEE SHEET C39 THROUGH C42. FLOWLINE PER PLAN. SET BOX INVERT AT THE SAME DEPTH OF CONNECTED LATERAL. CURB INLETS TO BE INSTALLED WITH PAVING PROJECT. STORM LATERAL, MANHOLES AND PLUG WERE INSTALLED DURING UTILITY PHASE.

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LEE STREET P&P

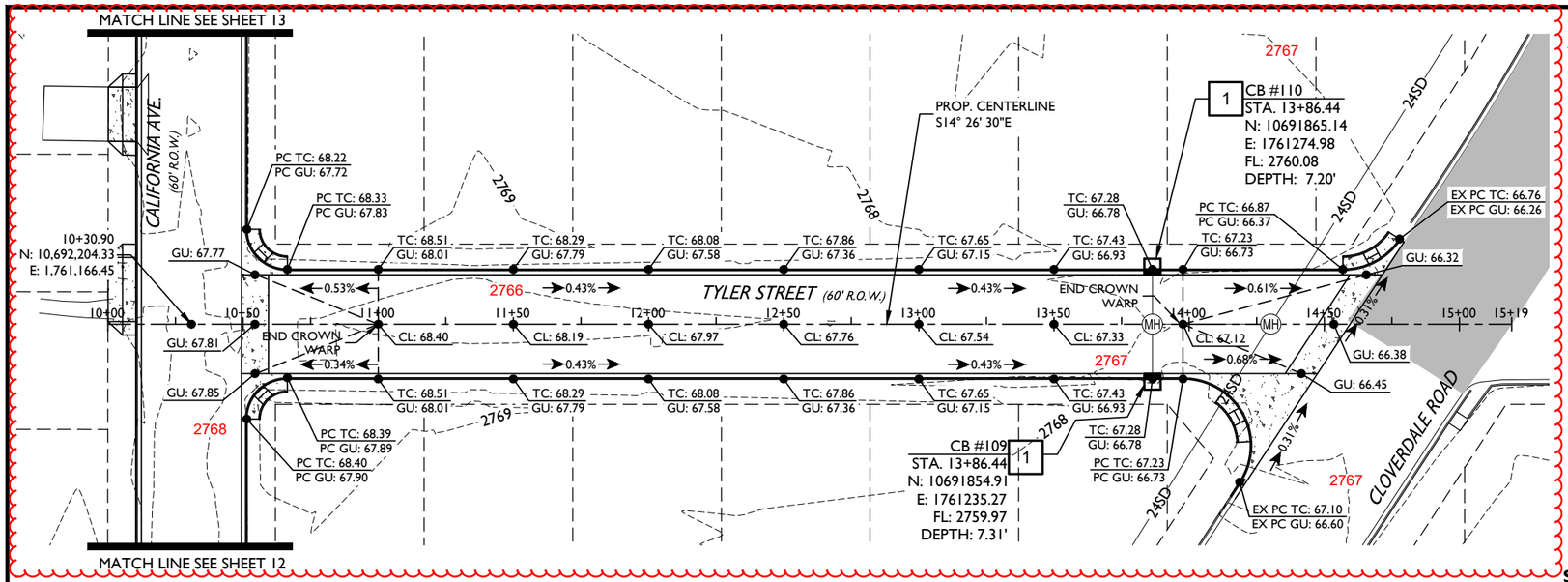
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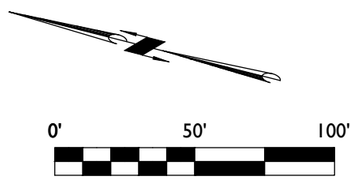
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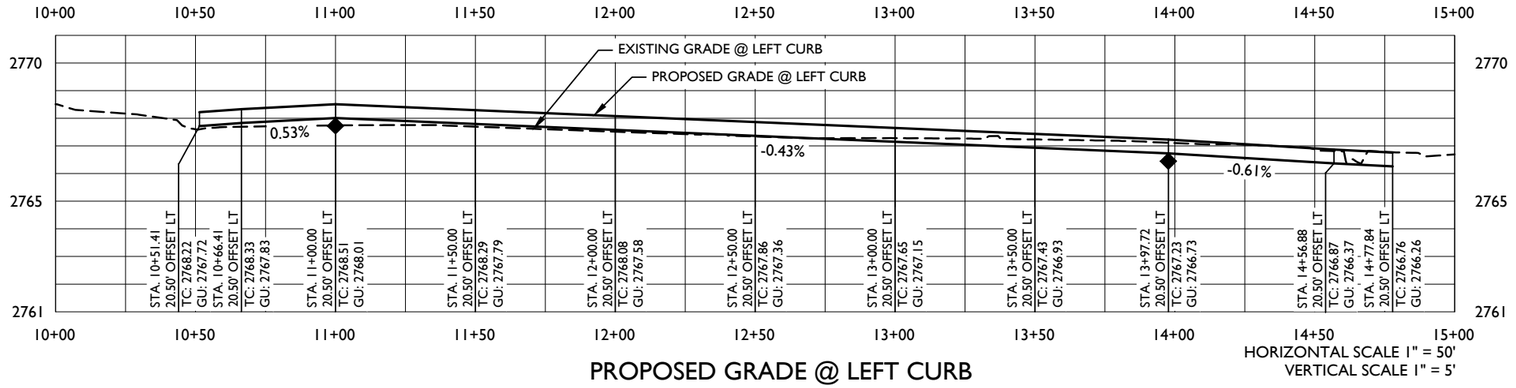
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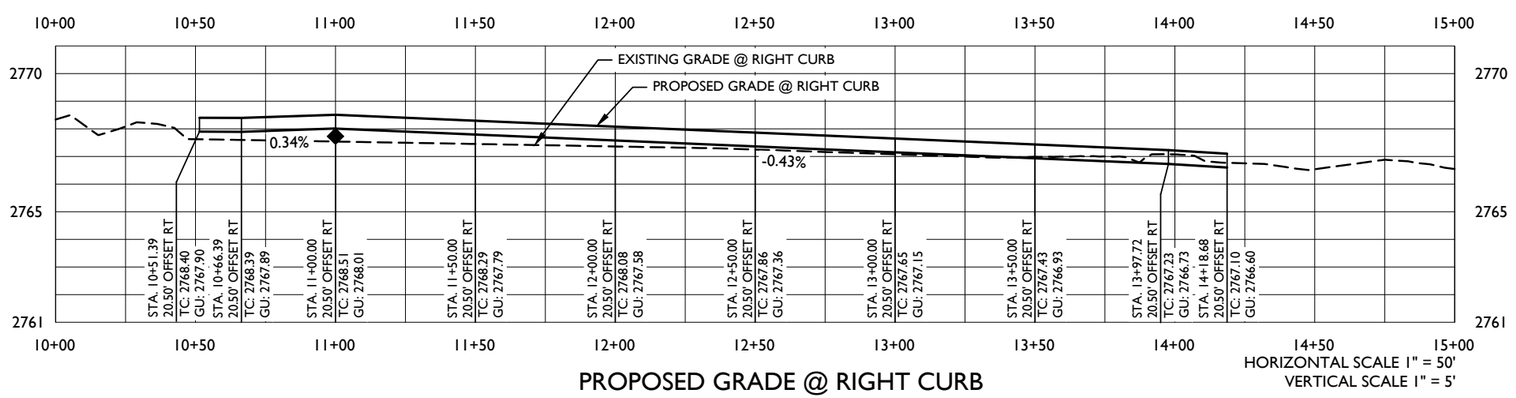
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VERTICAL SCALE 1" = 5'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'

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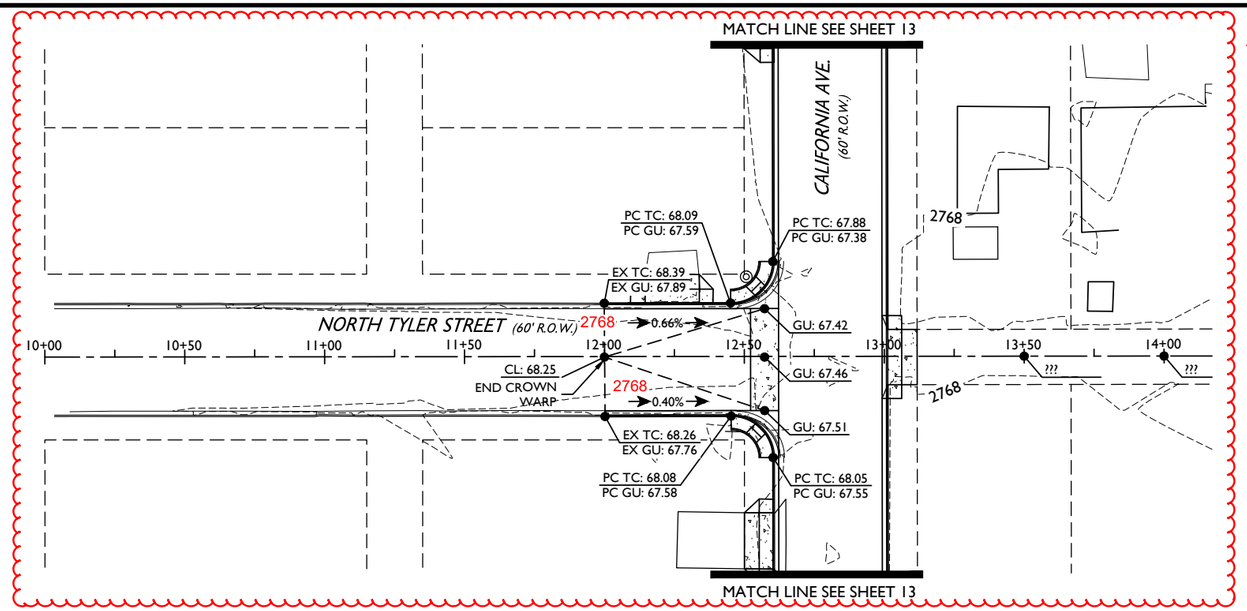
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SOUTH TYLER STREET P&P
PARK AVENUE HEIGHTS 2
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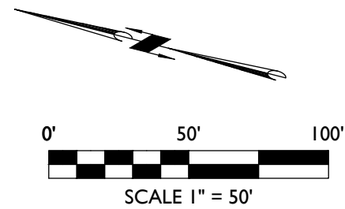
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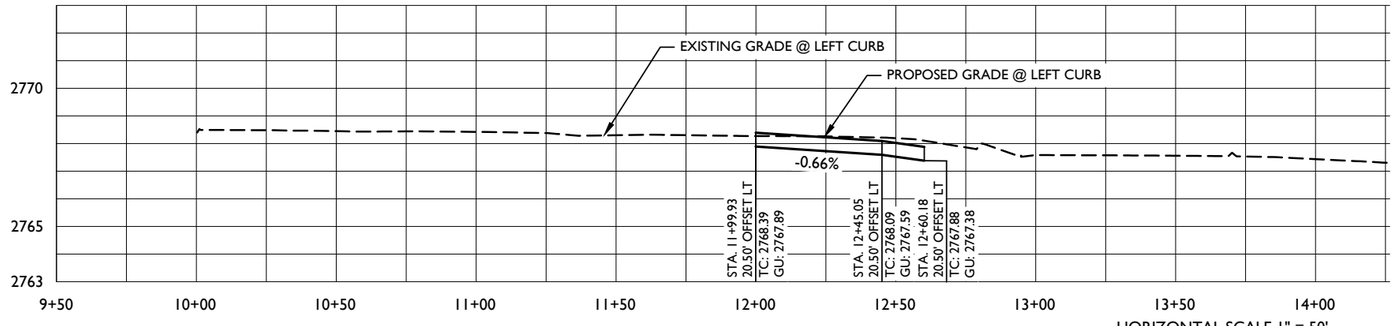
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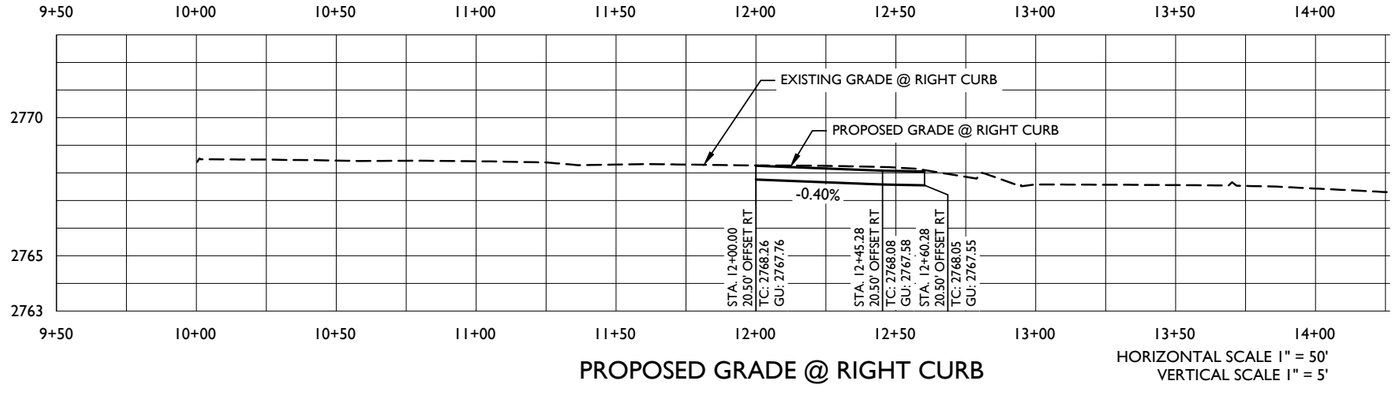
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PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'

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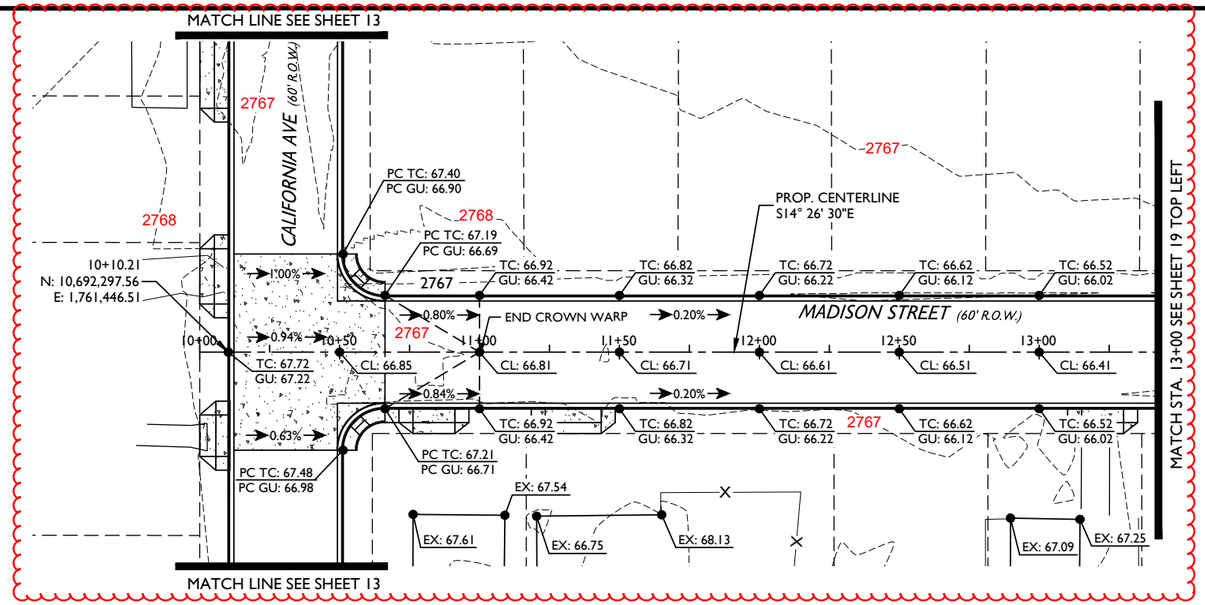
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NORTH TYLER STREET P&P

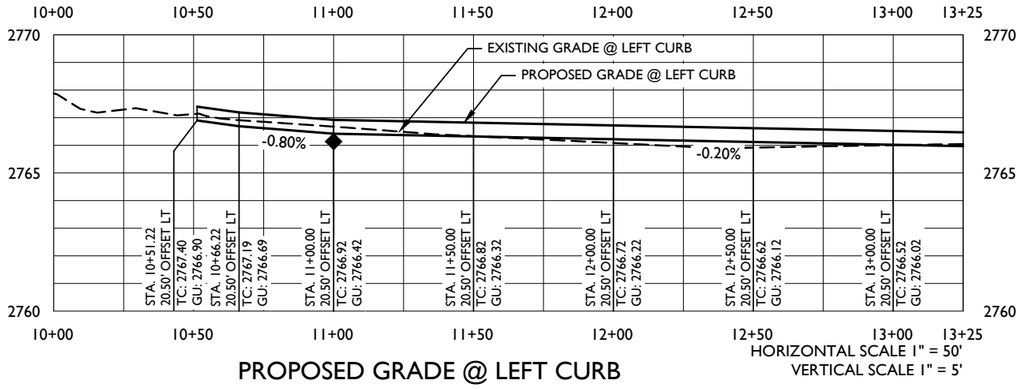
PARK AVENUE HEIGHTS 2 PUBLIC IMPROVEMENTS

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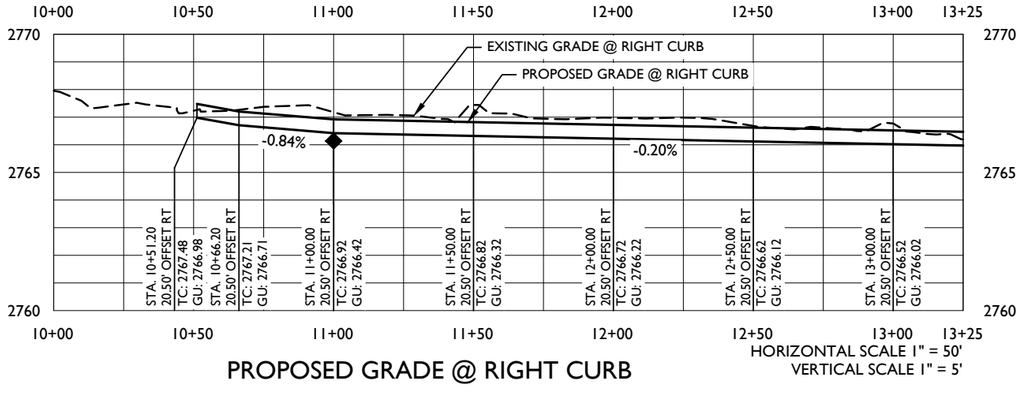
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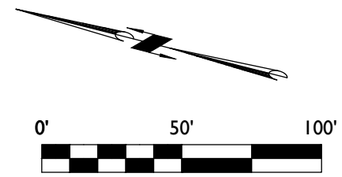
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PROPOSED GRADE @ LEFT CURB



PROPOSED GRADE @ RIGHT CURB



01

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08.23.2021

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
04/16/2021

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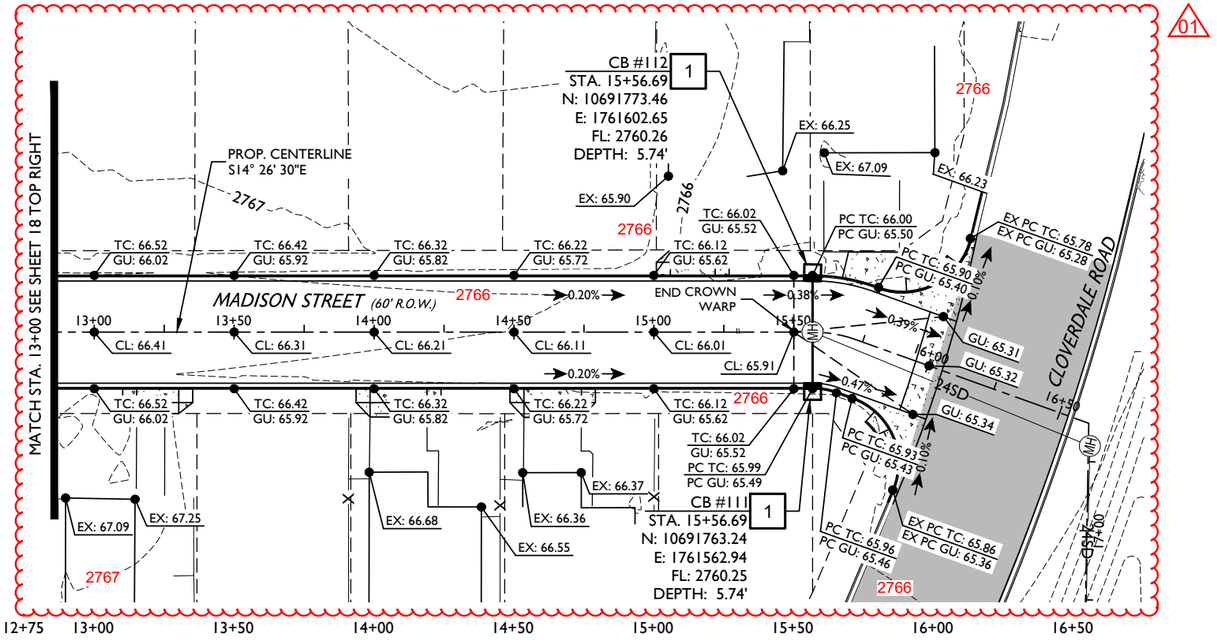
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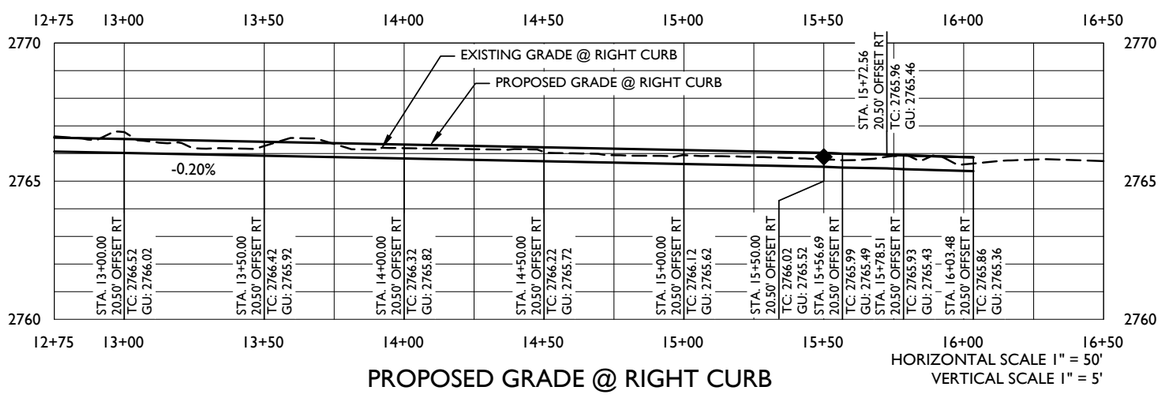
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PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'

0' 50' 100'

SCALE 1" = 50'

STORM DRAIN CONSTRUCTION NOTES:

TYP. 1. REMOVE PLUG & INSTALL 5'x5' TxDOT CURB INLET SEE SHEET C39 THROUGH C42. FLOWLINE PER PLAN. SET BOX INVERT AT THE SAME DEPTH OF CONNECTED LATERAL. CURB INLETS TO BE INSTALLED WITH PAVING PROJECT. STORM LATERAL, MANHOLES AND PLUG WERE INSTALLED DURING UTILITY PHASE.

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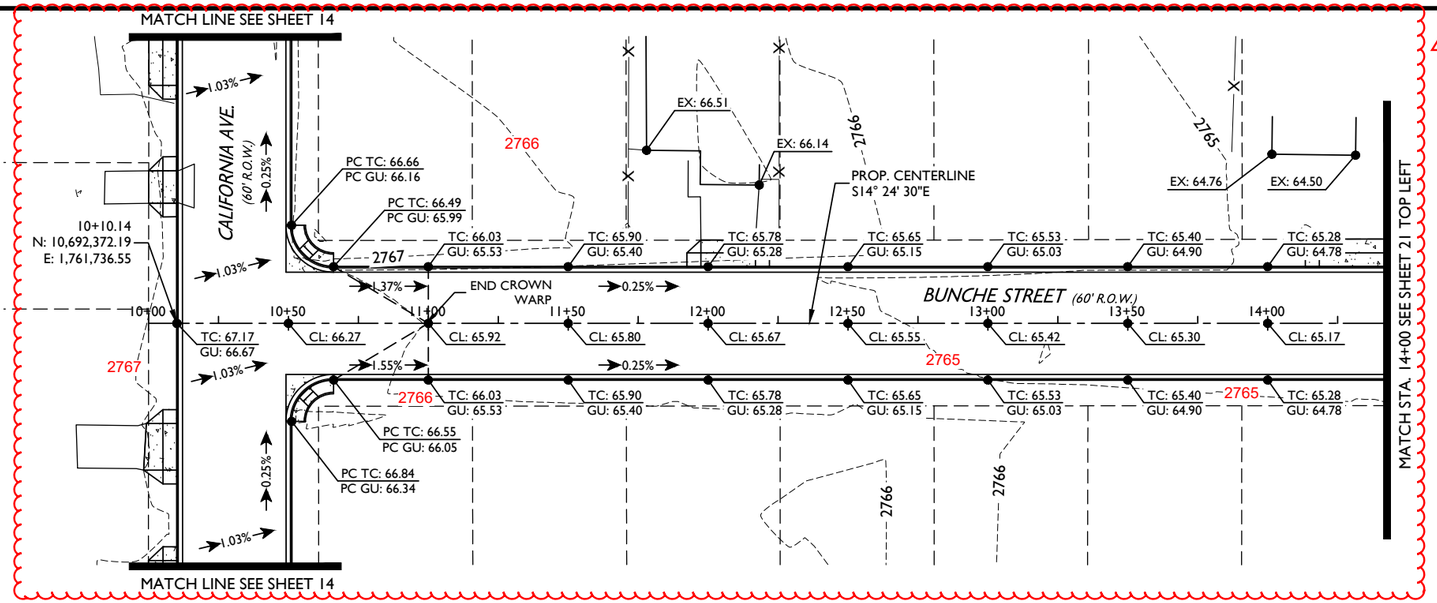
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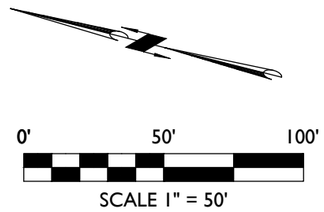
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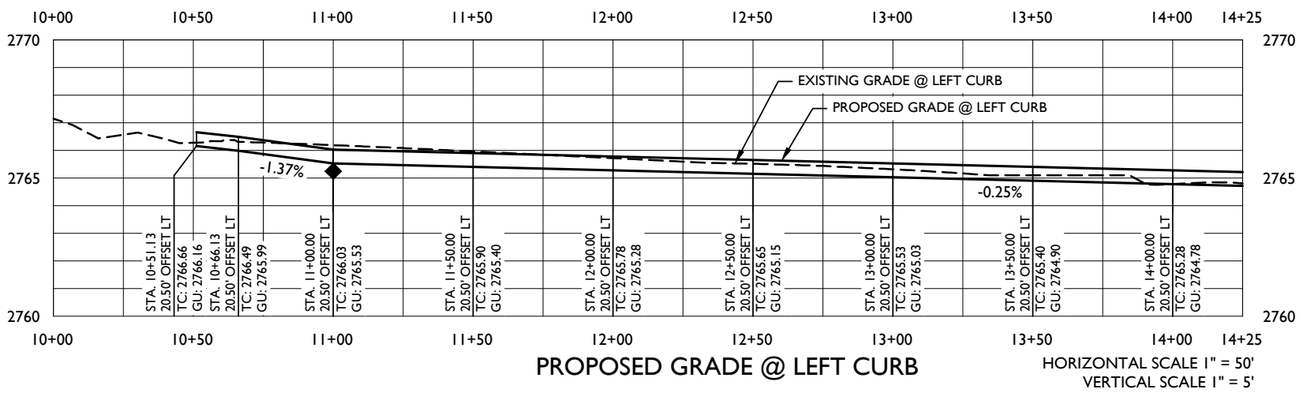
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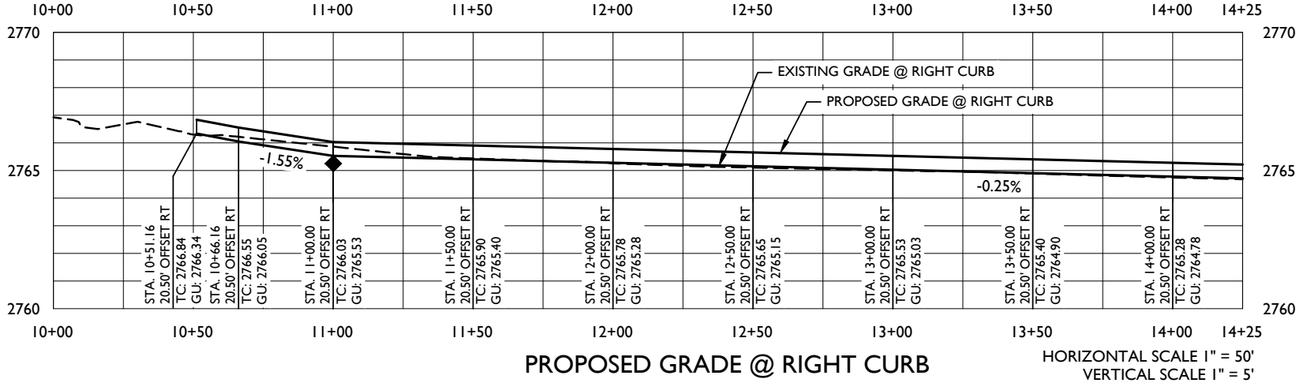
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PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'

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BUNCHE STREET P&P

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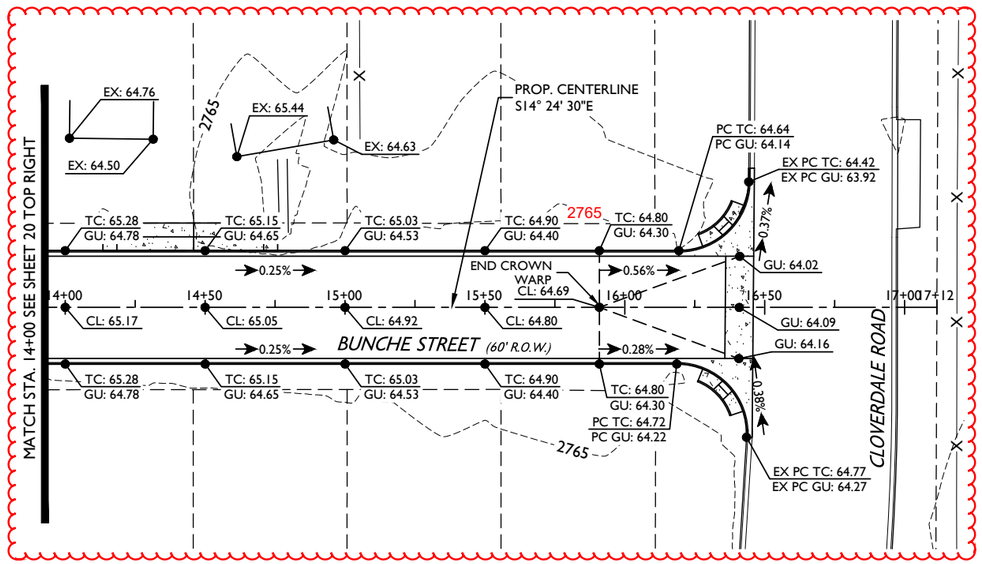
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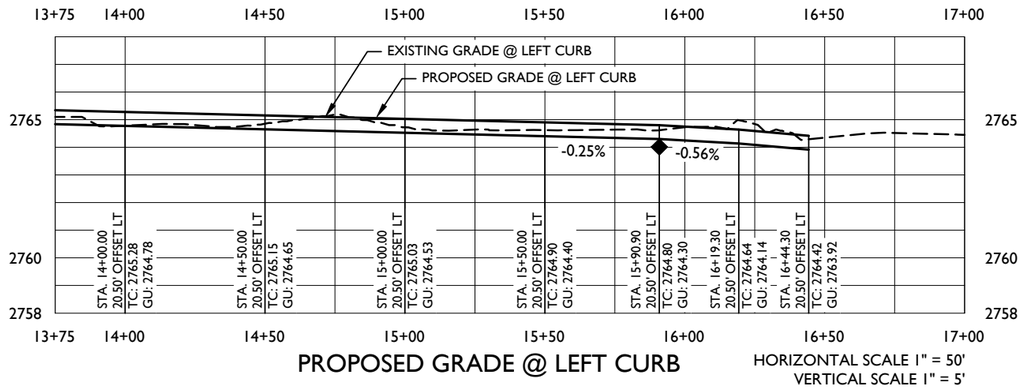
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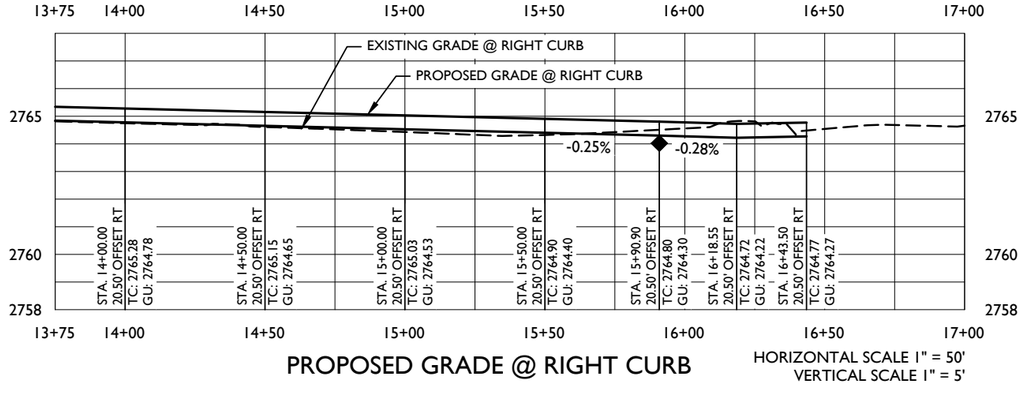


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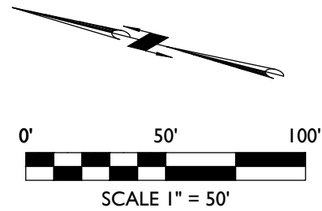
PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



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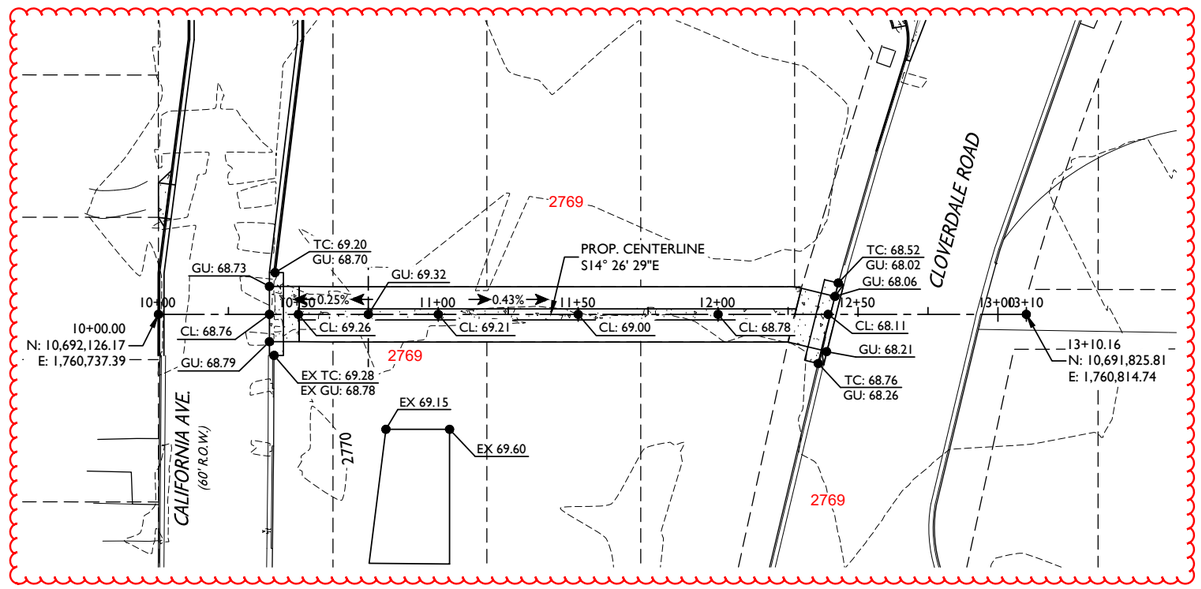
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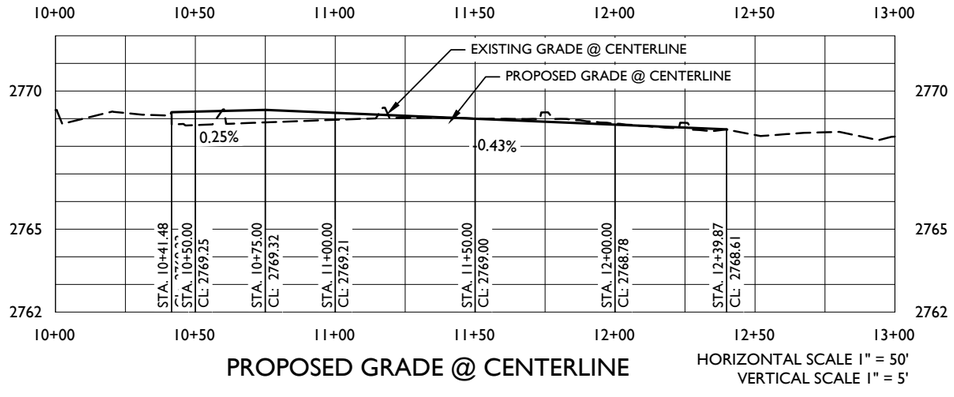
21



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0' 50' 100'

SCALE 1" = 50'



PROPOSED GRADE @ CENTERLINE

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'

01

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ALLEY P&P

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MANHOLE COORDINATE LOCATIONS

SHEET #	LOCATION	MANHOLE	NORTHING	EASTING
	CALIFORNIA	MH 5	N: 10,692,251.90	E: 1,761,301.15
	CALIFORNIA	MH 6	N: 10,692,181.57	E: 1,761,027.84
	CALIFORNIA	MH 7	N: 10,692,109.33	E: 1,760,747.07
	ALLEY (SEE UTILITY)	MH 8	N: 10,691,933.88	E: 1,760,792.07
	ALLEY (SEE UTILITY)	MH 9	N: 10,691,899.68	E: 1,761,100.34
	ALLEY (SEE UTILITY)	MH 10	N: 10,691,743.79	E: 1,761,743.64
	ALLEY (SEE UTILITY)	MH 11	N: 10,691,818.02	E: 1,762,034.10
	ALLEY (SEE UTILITY)	MH 12	N: 10,691,993.26	E: 1,761,679.92
	ALLEY (SEE UTILITY)	MH 13	N: 10,692,259.25	E: 1,761,611.42
	NORTH TYLER	MH 14	N: 10,692,390.64	E: 1,761,266.07
	CALIFORNIA	MH 101	N:10692251.9000	E: 1761301.1500

MAILBOX NOTE:

1. EXISTING MAILBOX FOUNDATION TO BE REMOVED AFTER OWNER REMOVES MAILBOX. CONTRACTOR TO COORDINATE WITH HOME OWNER. CONTRACTOR TO RELOCATE MAILBOX FOUNDATION PER OWNERS DECISION, OWNER TO REINSTALL THEIR OWN MAILBOX ONCE NEW FOUNDATION IS SET.

POWER POLE COORDINATE LOCATIONS

SHEET #	LOCATION	POLE	NORTHING	EASTING
08	CALIFORNIA AVE	P1	N: 10,692,070.96	E: 1,760,741.88
08	CALIFORNIA AVE	P2	N: 10,692,100.34	E: 1,760,862.82
08	CALIFORNIA AVE	P3	N: 10,692,141.86	E: 1,761,023.46
08	CALIFORNIA AVE	P4	N: 10,692,172.06	E: 1,761,144.82
08	CALIFORNIA AVE	P5	N: 10,692,214.00	E: 1,761,303.70
08	CALIFORNIA AVE	P6	N: 10,692,248.36	E: 1,761,433.06
08	CALIFORNIA AVE	P7	N: 10,692,294.17	E: 1,761,613.17
08	CALIFORNIA AVE	P8	N: 10,692,334.63	E: 1,761,773.52
08	CALIFORNIA AVE	P9	N: 10,692,367.39	E: 1,761,902.42
08	CALIFORNIA AVE	P10	N: 10,692,400.00	E: 1,762,022.70

HANDICAP RAMP COORDINATE LOCATIONS

SHEET #	LOCATION	HANDICAP RAMPS	NORTHING	EASTING
08	CALIFORNIA & LEE	H1	N: 10,692,099.90	E: 1,760,866.60
08	CALIFORNIA & LEE	H2	N: 10,692,113.06	E: 1,760,917.78
08	CALIFORNIA & SOUTH TYLER	H3	N: 10,692,172.17	E: 1,761,147.46
08	CALIFORNIA & SOUTH TYLER	H4	N: 10,692,185.33	E: 1,761,198.63
08	CALIFORNIA & NORTH TYLER	H5	N: 10,692,259.26	E: 1,761,273.94
08	CALIFORNIA & NORTH TYLER	H6	N: 10,692,272.45	E: 1,761,325.01
08	CALIFORNIA & MADISON	H7	N: 10,692,245.54	E: 1,761,432.63
08	CALIFORNIA & MADISON	H8	N: 10,692,258.71	E: 1,761,483.80
08	CALIFORNIA & BUNCHE	H9	N: 10,692,320.16	E: 1,761,722.64
08	CALIFORNIA & BUNCHE	H10	N: 10,692,333.33	E: 1,761,773.81
09	CLOVERDALE & LEE	H11	N: 10,691,901.46	E: 1,760,912.04
09	CLOVERDALE & LEE	H12	N: 10,691,885.40	E: 1,760,976.02
10	CLOVERDALE & TYLER	H13	N: 10,691,821.01	E: 1,761,229.45
10	CLOVERDALE & TYLER	H14	N: 10,691,787.58	E: 1,761,300.00
11	CLOVERDALE & MADISON	H15	N: 10,691,733.10	E: 1,761,552.29
11	CLOVERDALE & MADISON	H16	N: 10,691,731.62	E: 1,761,612.41
11	CLOVERDALE & BUNCHE	H17	N: 10,691,759.37	E: 1,761,863.20
11	CLOVERDALE & BUNCHE	H18	N: 10,691,773.85	E: 1,761,920.52
8	CALIFORNIA & CARVER	H19	N: 10,692,395.37	E: 1,762,021.57
8	CALIFORNIA & CARVER	H20	N: 10,692,449.79	E: 1,762,007.73

NOTES:

1. CONTRACTOR TO ADJUST VALVE AND VALE BOX TO FINAL GRADE..
2. CONTRACTOR TO ADJUST MANHOLE FRAME AND COVER TO FINAL GRADE.

FIRE HYDRANT COORDINATE LOCATIONS

SHEET #	LOCATION	HYRDANT	NORTHING	EASTING
09	LEE ST	FH1	N: 10,691,918.24	E: 1,760,911.23
10	TYLER ST	FH2	N: 10,691,839.56	E: 1,761,224.57
11	MADISON ST	FH3	N: 10,692,235.87	E: 1,761,434.14
11	CLOVERDALE & MADISON	FH4	N: 10,691,766.55	E: 1,761,609.34
11	BUNCHE ST	FH5	N: 10,692,309.33	E: 1,761,722.98
11	BUNCHE ST	FH6	N: 10,691,785.96	E: 1,761,858.10
10	TYLER ST	FH7	N: 10,692,162.93	E: 1,761,148.04

WATER VALVE COORDINATE LOCATIONS

SHEET #	LOCATION	VALVE	NORTHING	EASTING
08	CALIFORNIA & TYLER	EV1	N: 10,692,242.41	E: 1,761,274.78
08	CALIFORNIA & TYLER	EV2	N: 10,692,238.20	E: 1,761,296.67
08	CALIFORNIA & TYLER	EV3	N: 10,692,229.89	E: 1,761,304.40
08	CALIFORNIA & TYLER	EV4	N: 10,692,257.01	E: 1,761,333.11
08	CALIFORNIA & MADISON	EV5	N: 10,692,262.53	E: 1,761,445.93
08	CALIFORNIA & CARVER	EV6	N: 10,692,428.40	E: 1,761,999.41
08	CALIFORNIA & LEE	V1	N: 10,692,118.84	E: 1,760,876.10
08	CALIFORNIA & LEE	V2	N: 10,692,124.72	E: 1,760,879.10
08	CALIFORNIA & TYLER	V3	N: 10,692,188.15	E: 1,761,157.71
08	CALIFORNIA & TYLER	V4	N: 10,692,194.77	E: 1,761,162.28
08	CALIFORNIA & BUNCHE	V5	N: 10,692,335.08	E: 1,761,733.18
08	CALIFORNIA & BUNCHE	V6	N: 10,692,340.92	E: 1,761,738.03
10	TYLER ST HYDRANT	V7	N: 10,692,165.66	E: 1,761,158.77
09	CLOVERDALE & LEE	V8	N: 10,691,902.72	E: 1,760,924.95
09	CLOVERDALE & LEE	V9	N: 10,691,895.60	E: 1,760,917.09
10	CLOVERDALE & TYLER	V10	N: 10,691,819.79	E: 1,761,239.19
10	CLOVERDALE & TYLER	V11	N: 10,691,814.31	E: 1,761,230.51
11	CLOVERDALE & BUNCHE	V12	N: 10,691,774.23	E: 1,761,877.27
11	CLOVERDALE & BUNCHE	V13	N: 10,691,771.50	E: 1,761,884.86
09	LEE ST HYDRANT	V14	N: 10,691,921.25	E: 1,760,922.89
10	TYLER ST HYDRANT	V15	N: 10,691,834.56	E: 1,761,240.71
11	MADISON ST HYDRANT	V16	N: 10,692,239.14	E: 1,761,447.15
11	MADISON ST HYDRANT	V17	N: 10,691,764.52	E: 1,761,595.66
11	BUNCHE ST HYDRANT	V18	N: 10,692,312.18	E: 1,761,734.45
11	BUNCHE ST HYDRANT	V19	N: 10,691,788.85	E: 1,761,869.82
10	CLOVERDALE	V20	N: 10,691,779.27	E: 1,761,336.17
10	CLOVERDALE	V21	N: 10,691,776.16	E: 1,761,346.14
09	CLOVERDALE & LAMESA	V22	N: 10,691,901.23	E: 1,760,662.55
09	CLOVERDALE & LAMESA	V23	N: 10,691,888.72	E: 1,760,666.16

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08.23.2021

STATE OF TEXAS
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106572
LICENSED PROFESSIONAL ENGINEER
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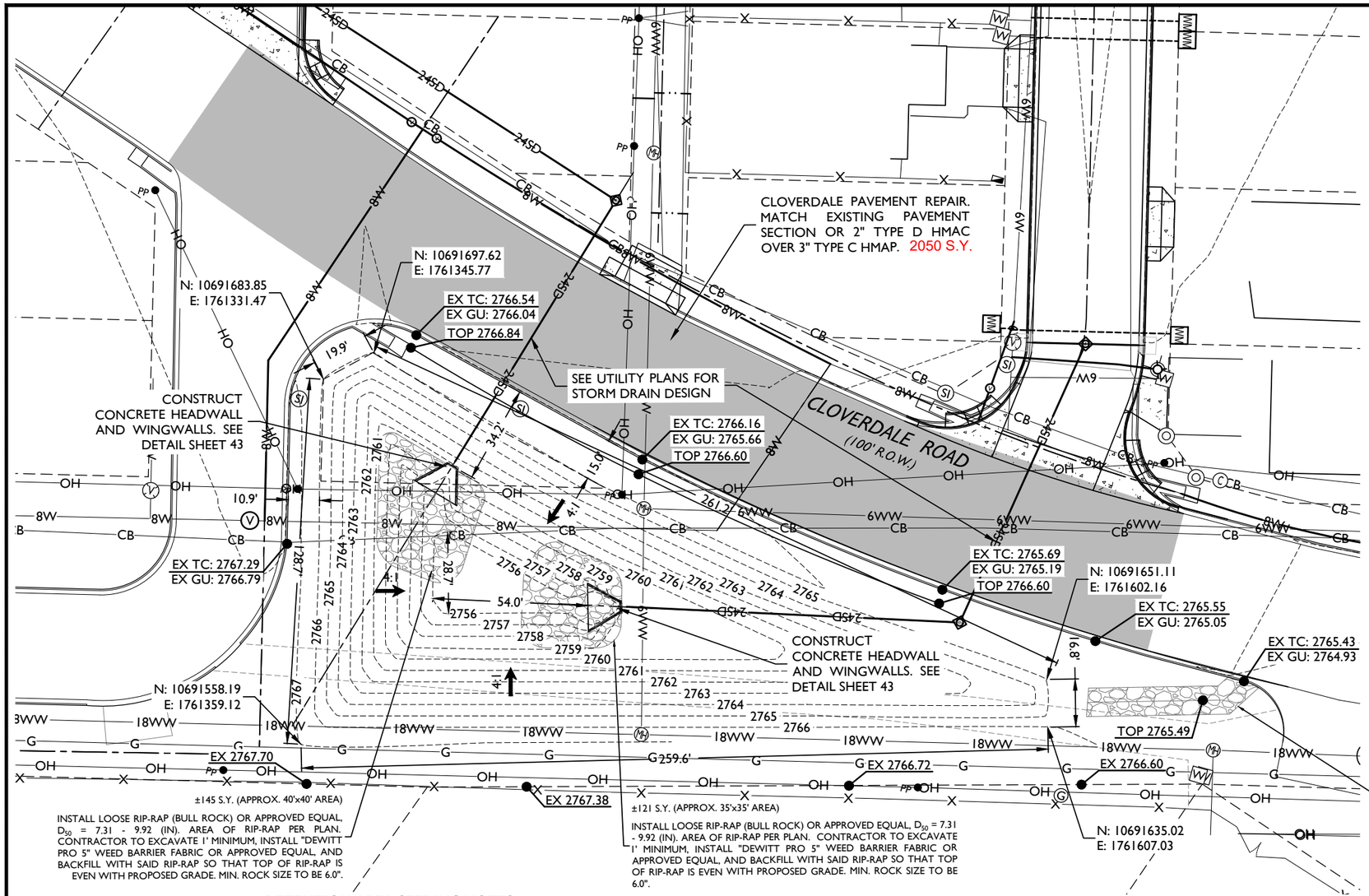
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COORDINATE SHEET

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

23



LEGEND

	DENOTES BOUNDARY LINE
	DENOTES EASEMENT LINE
	DENOTES ROAD CENTER LINE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
CL	DENOTES PROPOSED CENTER LINE GRADE
LD	DENOTES PROPOSED LAYDOWN CURB GRADE
PC	DENOTES PROPOSED POINT OF CURVATURE

DETENTION AREA SEEDING NOTES

1. REMOVE TOP 6.0" LAYER OF VEGETATION AND TOPSOIL FOR ENTIRE AREA DISTURBED BY DRAINAGE CONSTRUCTION AND SET ASIDE DURING CONSTRUCTION.
2. AFTER CONSTRUCTION PLACE SAVED VEGETATION AND TOPSOIL EVENLY ALONG ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM 6.0" TOPSOIL THICKNESS THROUGHOUT.
3. THE DETENTION BASIN AREA SHALL BE SEEDED AT A RATE OF 5 LBS/ACRE FOXTAIL MILLET, 2 LBS/ACRE BUFFALO GRASS, 2 LBS/ACRE LITTLE BLUESTEM, AND 5 LBS/ACRE SIDEOATS GRAMA, OR OTHER DROUGHT TOLERANT MIXTURE. ALL SEEDED AREAS SHALL BE FERTILIZED WITH A NITROGEN 20-0-0 FERTILIZER APPLIED AT MANUFACTURER'S SUGGESTED RATE AT TIME OF PLANTING.
4. AFTER DESIGNATED AREAS HAVE BEEN COMPLETED TO THE GRADES SHOWN ON THE PLANS, AREAS TO BE SEEDED SHALL BE CULTIVATED TO A DEPTH OF 6 INCHES, EXCEPT WHERE SEEDING IS TO BE DONE USING A SEED DRILL SUITABLE FOR SEEDING INTO UNTILLED SOIL. THE SEEDBEDS SHALL BE CULTIVATED SUFFICIENTLY TO REDUCE THE SOIL TO A STATE OF GOOD TILTH WHEN THE SOIL PARTICLES ON THE SURFACE ARE SMALL ENOUGH TO LIE CLOSELY ENOUGH TOGETHER TO PREVENT THE SEED FROM BEING COVERED TOO DEEPLY FOR OPTIMUM GERMINATION. CULTIVATION OF THE SEEDBED WILL NOT BE REQUIRED IN LOOSE SAND WHERE DEPTH OF SAND IS 4 INCHES OR MORE.
5. AFTER SEEDING, BASIN EMBANKMENTS ARE TO BE LINED WITH A STRAW OR STRAW/COCONUT SOIL RETENTION BLANKET. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE CITY ENGINEER 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
   ALTERNATELY, SOILGUARD BONDED FIBER MATRIX MAY BE USED.
6. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2" AT A RATE OF NO LESS THAN ONCE A DAY FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.

ENGINEERING
[Date]
APPROVED AS NOTED
08.23.2021
CITY OF MIDLAND

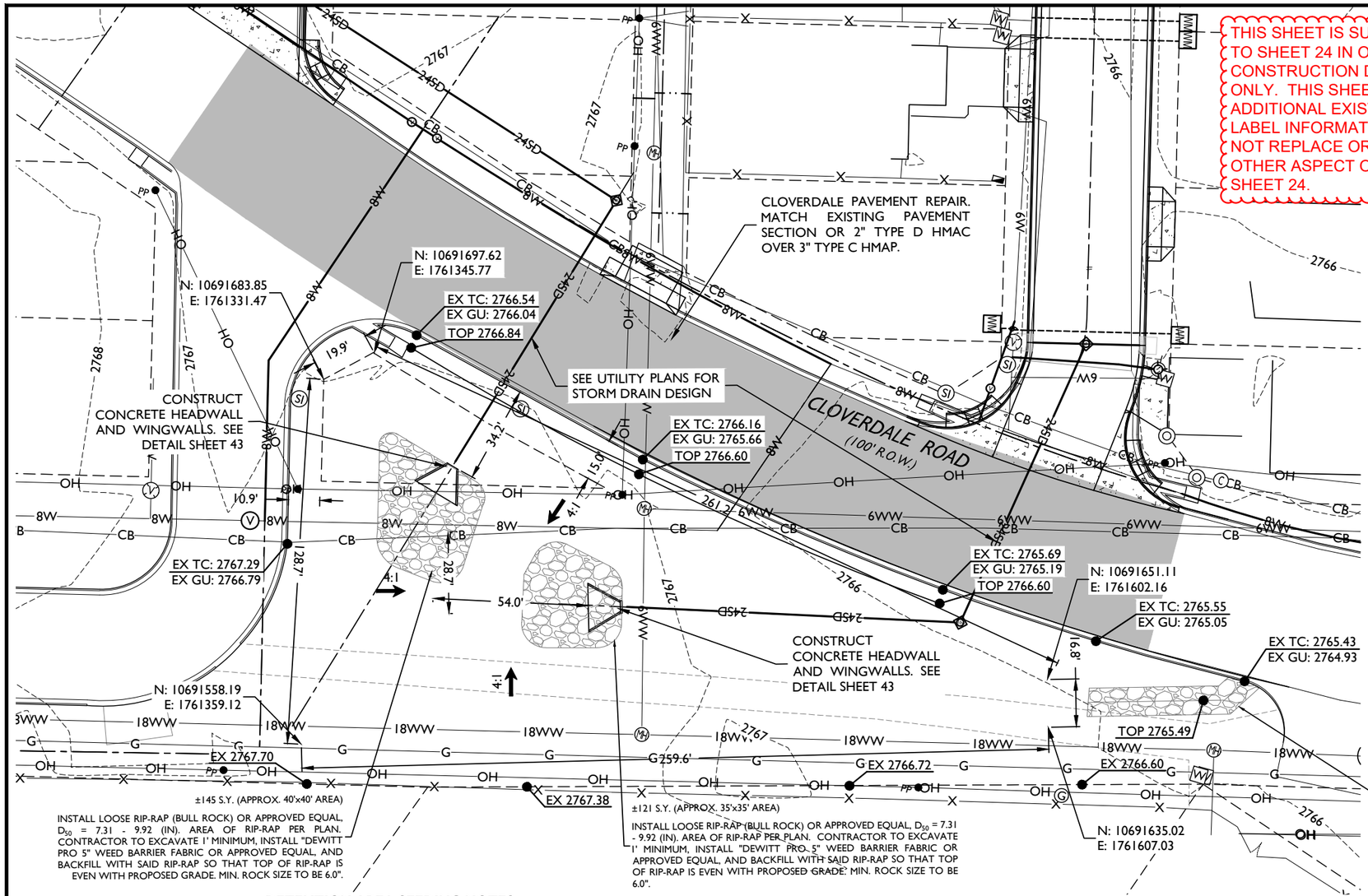
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
04/16/2021

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BY	APPR.	DATE

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F:\2020\200069- CITY OF MIDLAND-PARK AVENUE HEIGHTS 2\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING AND DRAINAGE CONSTRUCTION PLANS\200069 24 POND DETAILS-EX CONTOURS.DWG



THIS SHEET IS SUPPLEMENTAL TO SHEET 24 IN ORIGINAL CONSTRUCTION DRAWING SET ONLY. THIS SHEET PROVIDES ADDITIONAL EXISTING CONTOUR LABEL INFORMATOIN, AND DOES NOT REPLACE OR ALTER ANY OTHER ASPECT OF ORIGINAL SHEET 24.

01

0' 40' 80'

SCALE 1" = 40'

LEGEND

	DENOTES BOUNDARY LINE
	DENOTES EASEMENT LINE
	DENOTES ROAD CENTER LINE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
CL	DENOTES PROPOSED CENTER LINE GRADE
LD	DENOTES PROPOSED LAYDOWN CURB GRADE
PC	DENOTES PROPOSED POINT OF CURVATURE

DETENTION AREA SEEDING NOTES

1. REMOVE TOP 6.0" LAYER OF VEGETATION AND TOPSOIL FOR ENTIRE AREA DISTURBED BY DRAINAGE CONSTRUCTION AND SET ASIDE DURING CONSTRUCTION.
2. AFTER CONSTRUCTION PLACE SAVED VEGETATION AND TOPSOIL EVENLY ALONG ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM 6.0" TOPSOIL THICKNESS THROUGHOUT.
3. THE DETENTION BASIN AREA SHALL BE SEEDED AT A RATE OF 5 LBS/ACRE FOXTAIL MILLET, 2 LBS/ACRE BUFFALO GRASS, 2 LBS/ACRE LITTLE BLUESTEM, AND 5 LBS/ACRE SIDEOATS GRAMA, OR OTHER DROUGHT TOLERANT MIXTURE. ALL SEEDED AREAS SHALL BE FERTILIZED WITH A NITROGEN 20-0-0 FERTILIZER APPLIED AT MANUFACTURER'S SUGGESTED RATE AT TIME OF PLANTING.
4. AFTER DESIGNATED AREAS HAVE BEEN COMPLETED TO THE GRADES SHOWN ON THE PLANS, AREAS TO BE SEEDED SHALL BE CULTIVATED TO A DEPTH OF 6 INCHES, EXCEPT WHERE SEEDING IS TO BE DONE USING A SEED DRILL SUITABLE FOR SEEDING INTO UNTILLED SOIL. THE SEEDBEDS SHALL BE CULTIVATED SUFFICIENTLY TO REDUCE THE SOIL TO A STATE OF GOOD TILTH WHEN THE SOIL PARTICLES ON THE SURFACE ARE SMALL ENOUGH TO LIE CLOSELY ENOUGH TOGETHER TO PREVENT THE SEED FROM BEING COVERED TOO DEEPLY FOR OPTIMUM GERMINATION. CULTIVATION OF THE SEEDBED WILL NOT BE REQUIRED IN LOOSE SAND WHERE DEPTH OF SAND IS 4 INCHES OR MORE.
5. AFTER SEEDING, BASIN EMBANKMENTS ARE TO BE LINED WITH A STRAW OR STRAW/COCONUT SOIL RETENTION BLANKET. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE CITY ENGINEER 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
   ALTERNATELY, SOILGUARD BONDED FIBER MATRIX MAY BE USED.
6. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2" AT A RATE OF NO LESS THAN ONCE A DAY FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.

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10.15.2021

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JOB: 200069

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POND DETAILS

PARK AVENUE HEIGHTS 2
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01 24(A)

F:\2020\200069- CITY OF MIDLAND-PARK AVENUE HEIGHTS 2\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING AND DRAINAGE CONSTRUCTION PLANS\200069 25 EROSION CONTROL PLAN NOTES.DWG

GENERAL NOTES:

1). IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF THE COMPLIANCE WITH TPDES REGULATIONS. THE CONTRACTOR SHALL FILE NOTICE OF INTENT (NOI) TO BE COVERED BY TDPES CONSTRUCTION GENERAL PERMIT, TXR 150000.

2). THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS: TO DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE, TO LIMIT EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE, AND TO REMOVE SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.

3). AVOID PLACING LARGE QUANTITIES OF SPOILS ON THE ROAD AND OTHER EXCAVATED AREAS. THE AREAS BEING EXCAVATED SHOULD BE SWEPT DAILY AND REMAIN CLEAN TO THE MAXIMUM EXTENT PRACTICABLE.

4). THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.

5). THE CONTRACTOR MUST AMEND THE STORM WATER POLLUTION PREVENTION PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.

6). STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS OF INADEQUACIES REVEALED BY THE INSPECTIONS MUST BE IMPLEMENTED WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.

7). AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED AND MADE PART OF THE PLAN.

8). ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES CONSTRUCTION GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN.

9). THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROL EQUIPMENT WASHING.

10). THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS, AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.

11). AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.

12). BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER

13). ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER; EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.

14). THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF TWO INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

15). CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND AND PRIVATE LAND OWNER FOR THE STAGING AREA LOCATION AND DIMENSIONS. AFTER COMPLETION OF PROJECT CONTRACTOR TO RESTORE STAGING AREA TO ITS ORIGINAL OR BETTER CONDITIONS.

GRAVEL BAG INSTALLATION NOTES:

1. GRAVEL BURLAP BAGS SHALL BE PLACED ALONG CURB AND GUTTER SYSTEM TO PREVENT SEDIMENT FROM MOVING INTO THE DRAW.
2. SUFFICIENT SPACE SHALL BE PROVIDED UPSLOPE FROM BAGS SO THAT PONDING CAN OCCUR.
3. BAGS SHALL BE PLACED FLAT SO THAT THE MAXIMUM POSSIBLE AREA IS IN CONTACT WITH THE GROUND.
4. BAGS SHALL BE REPLACED ONCE EVERY THREE MONTHS, OR MORE OFTEN IF DEEMED NECESSARY BY THE CONTRACTOR, INSPECTOR OF ENGINEER.
5. BAG INSPECTIONS FOR RIPS, TEARS, LEAKS, AND OTHER DAMAGE ARE TO BE CONDUCTED AFTER EVERY RAIN EVENT. THE RESULTS OF THESE INSPECTIONS ARE TO BE DOCUMENTED IN THE SWPPP INSPECTION REPORT.
6. BAG OPENINGS SHALL FACE UP SO THAT THEY ARE NOT IN CONTACT WITH THE GROUND.
7. BAGS SHALL BE FILLED TO 60 PERCENT MAXIMUM CAPACITY WITH 80 PERCENT OR MORE OF THE AGGREGATE BETWEEN THE No. 4 SIEVE AND 3 INCHES IN SIZE.
8. PLACEMENT OF GRAVEL BAGS SHOULD NOT BLOCK ADA WALKING PATHS.

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04/16/2021

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JOB: 200069

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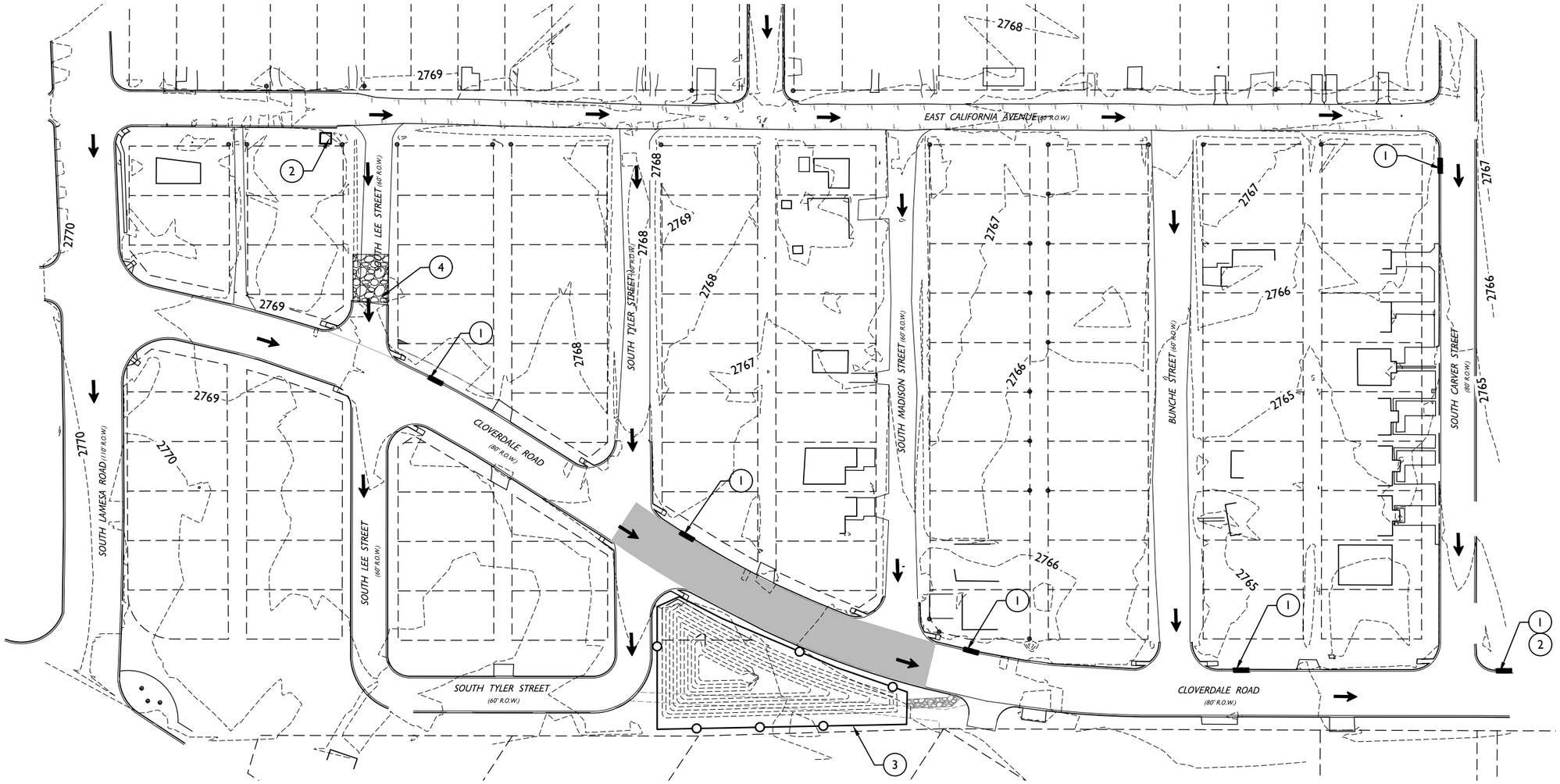
EROSION CONTROL NOTES

PARK AVENUE HEIGHTS 2 PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

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BMP CONSTRUCTION NOTES:

1. GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY PROJECT CONSTRUCTION ACTIVITY.
2. LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVE FROM SITE. CONCRETE TRUCKS ARE NEVER TO WASHOUT INTO ON-SITE TRENCHES.
3. INSTALL SILT FENCE.
4. INSTALL CONSTRUCTION ENTRANCE.

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0' 120' 240'

SCALE 1" = 120'

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 04/16/2021

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EROSION CONTROL PLAN

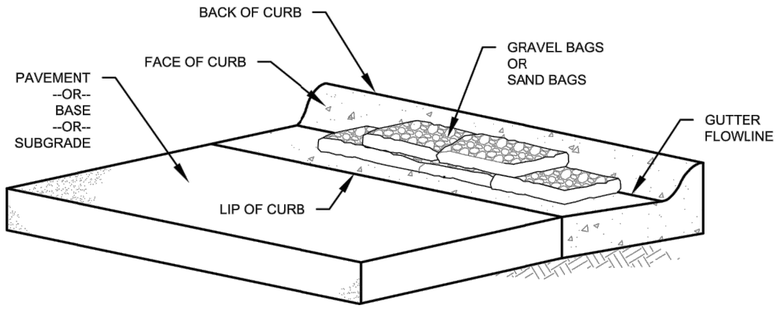
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NOTES:

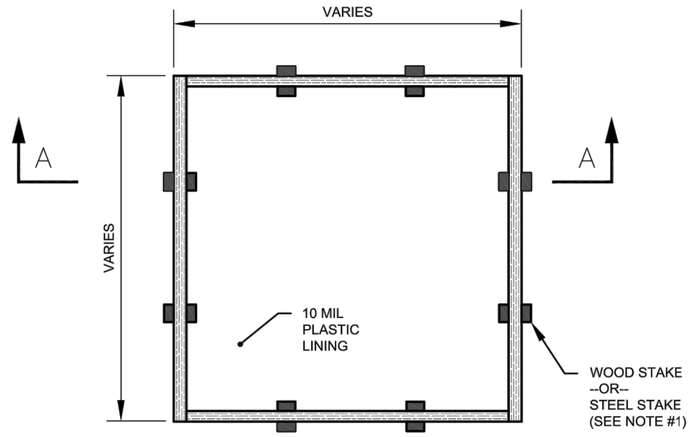
1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

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EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	

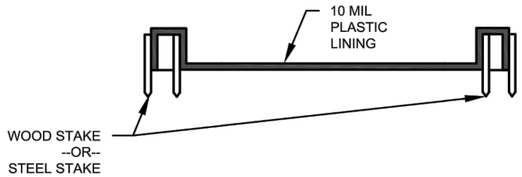
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CURB GRAVEL OR SAND BAGS

712



ELEVATED WASHOUT



SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY NOT BE USED IN PAVED AREAS.
2. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2X12 ROUGH WOOD FRAME.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEERING.

ENGINEERING APPROVED CITY OF MIDLAND &[Date] 08.23.2021

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 08/28/2020

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CONCRETE WASHOUT OPTION 2

705

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EROSION CONTROL DETAILS

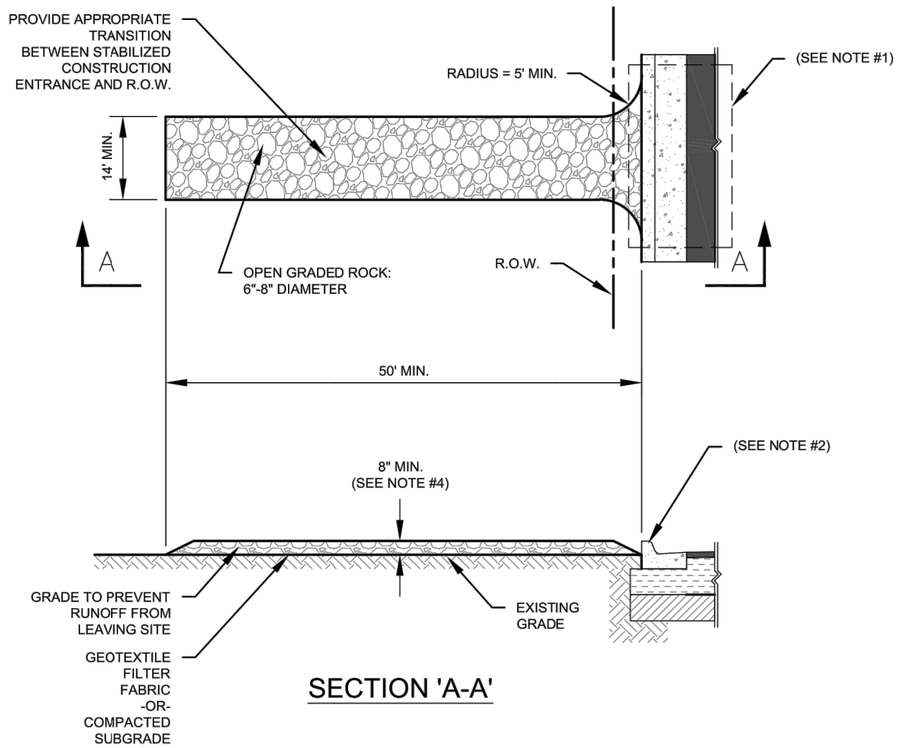
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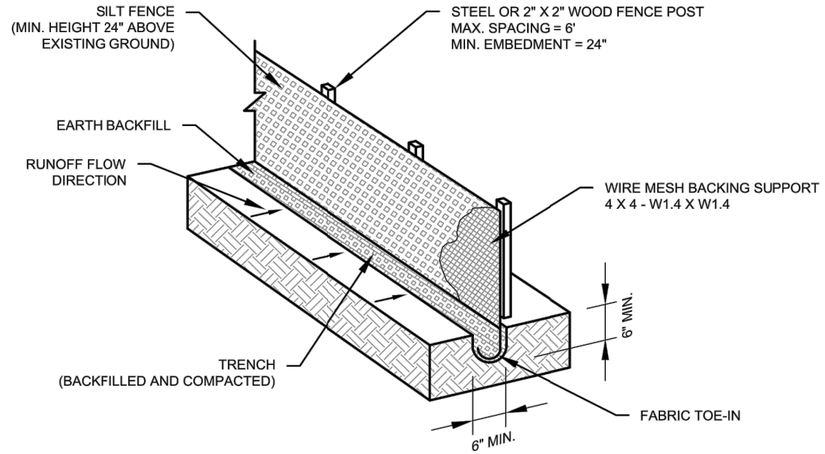


SECTION 'A-A'

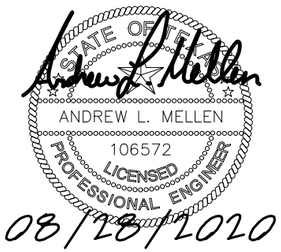
NOTES:

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.

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MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
STABILIZED CONSTRUCTION ENTRANCE OPTION 1			701







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.

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MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
SILT FENCE			706

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EROSION CONTROL DETAILS

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MIDLAND, TEXAS

28

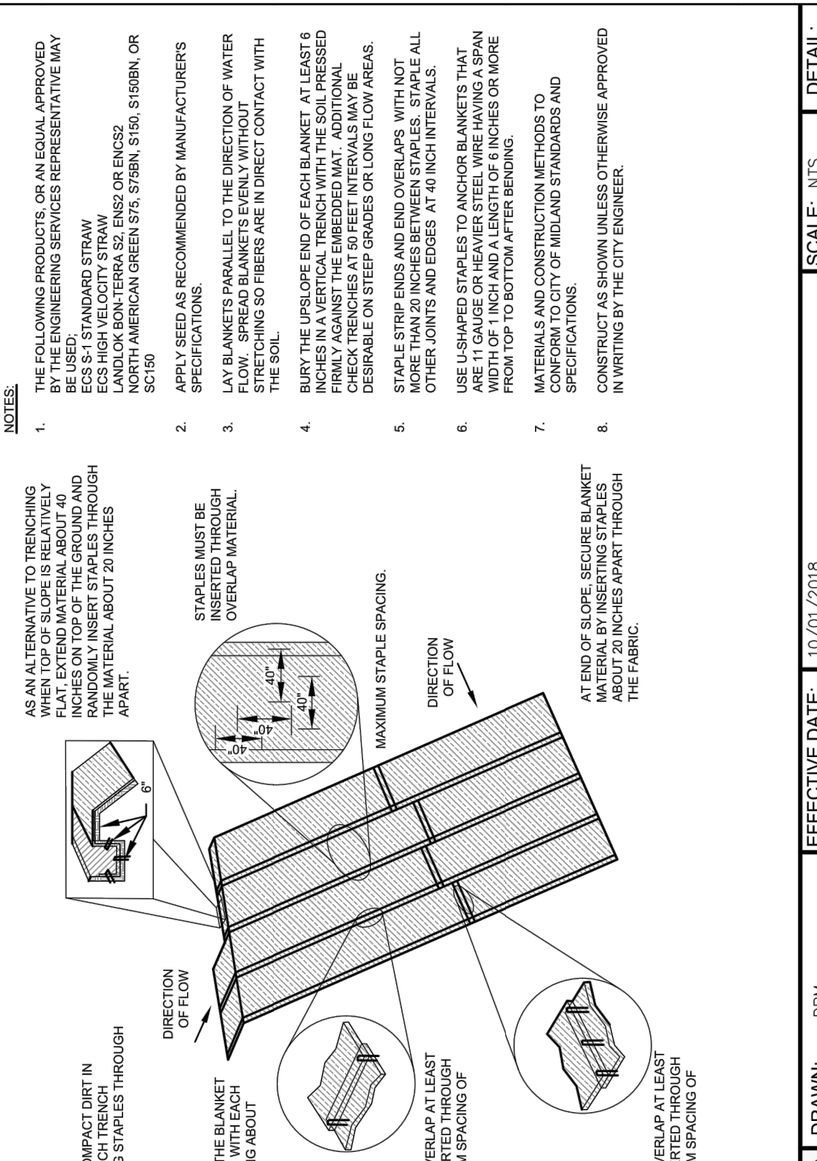
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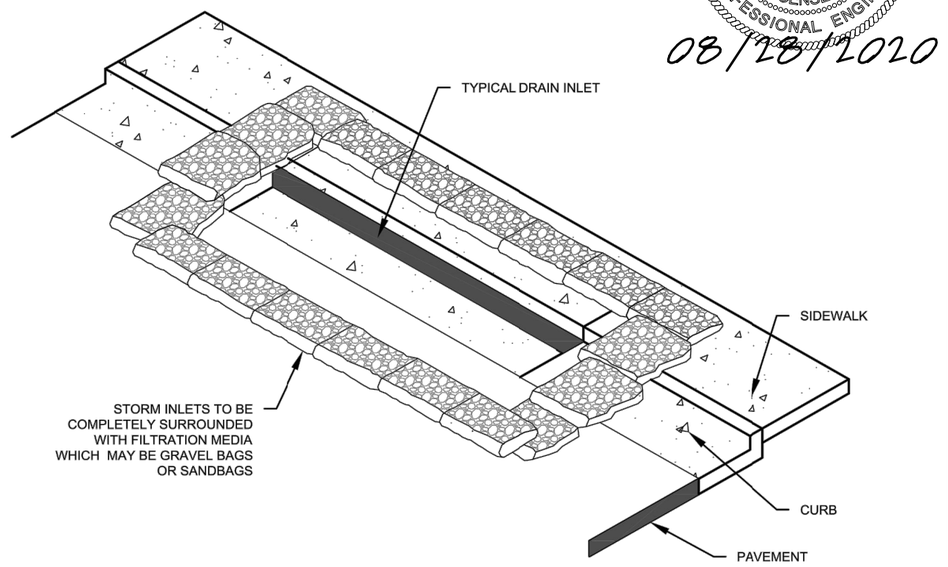
1. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE ENGINEERING SERVICES REPRESENTATIVE MAY BE USED;
   ECS S-1 STANDARD STRAW
   ECS HIGH VELOCITY STRAW
   LANDLOK BON-TERRA S2, ENS2 OR ENCS2
   NORTH AMERICAN GREEN S75, S75BN, S150, S150BN, OR SC150
2. APPLY SEED AS RECOMMENDED BY MANUFACTURER'S 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
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 711

MIDLAND Engineering Services

EROSION CONTROL BLANKET AND VEGETATION



GRAVEL BAGS OR SANDBAGS

NOTES:

1. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
2. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
3. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 714

MIDLAND Engineering Services

CURB INLET PROTECTION

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
08/28/2020

APPROVED
CITY OF MIDLAND
ENGINEERING
08.23.2021
&[Date]

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Δ	REVISIONS	BY	APPR.	DATE

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CHECKED BY: CRT
APPROVED BY: ALM
DATE: 5/12/2020
JOB: 200069

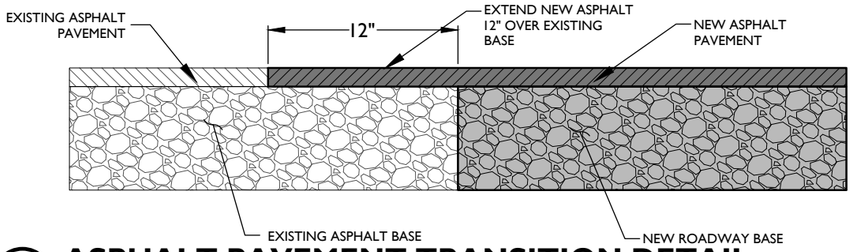
MIDLAND Engineering Services

EROSION CONTROL DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

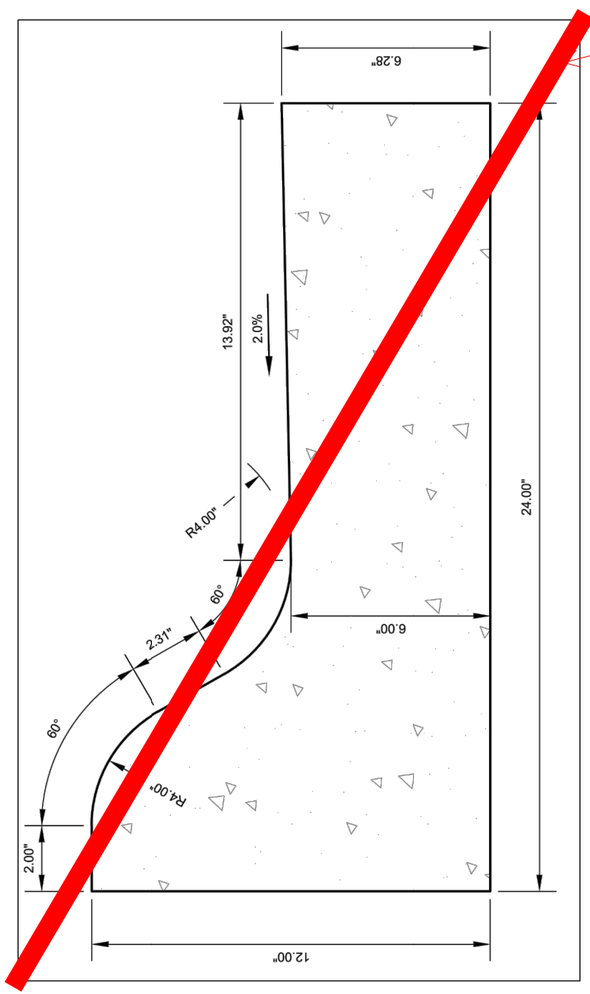
MIDLAND, TEXAS

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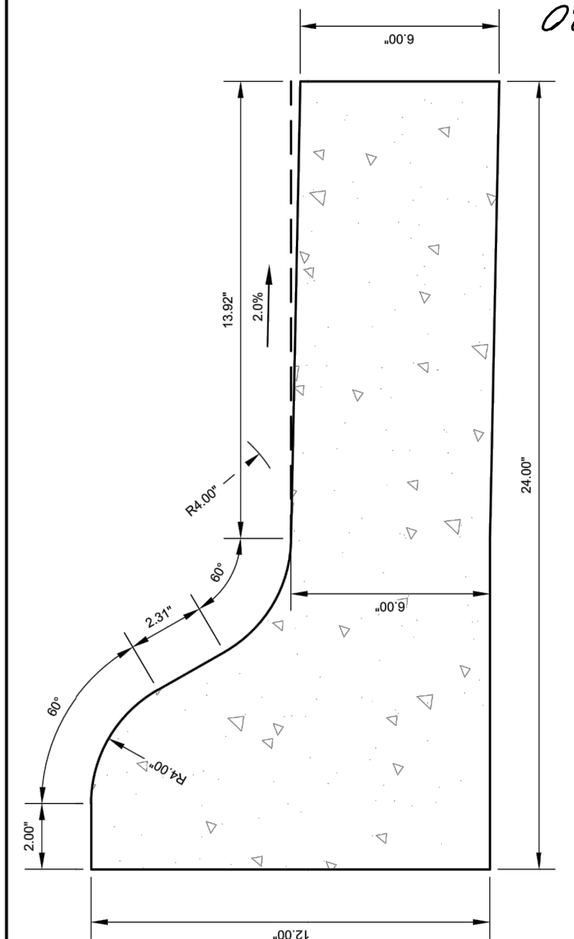
1 ASPHALT PAVEMENT TRANSITION DETAIL

OR APPROVED EQUAL. N.T.S.



REPLACED WITH CITY DETAIL 205 ON SHEET 45.





NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
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.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
08/28/2020

DETAIL: 207

SCALE: NTS

10/01/2018

TYPE C INVERT CURB AND GUTTER

EFFECTIVE DATE:

DRAWN: DPM

CHECKED: JCF

APPROVED: MCC

MIDLAND Engineering Services

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BY	APPR.	DATE

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APPROVED BY: ALM
DATE: 5/12/2020
JOB: 200069

MIDLAND Engineering Services

PAVING DETAILS

PARK AVENUE HEIGHTS 2 PUBLIC IMPROVEMENTS

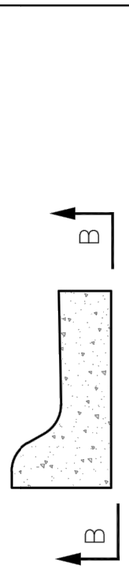
MIDLAND, TEXAS

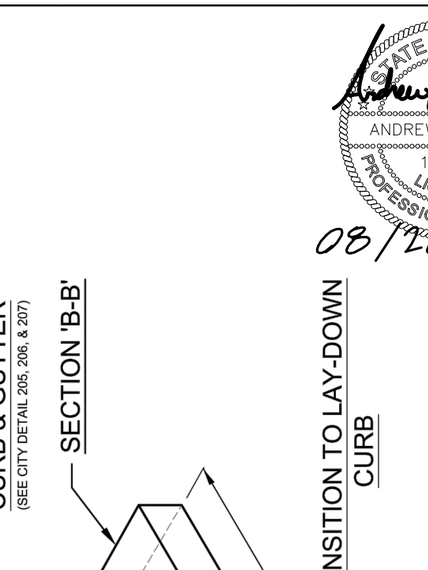
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F:\2020\200069- CITY OF MIDLAND-PARK AVENUE HEIGHTS 2\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING AND DRAINAGE CONSTRUCTION PLANS\200069 31 PAVING DETAILS.DWG

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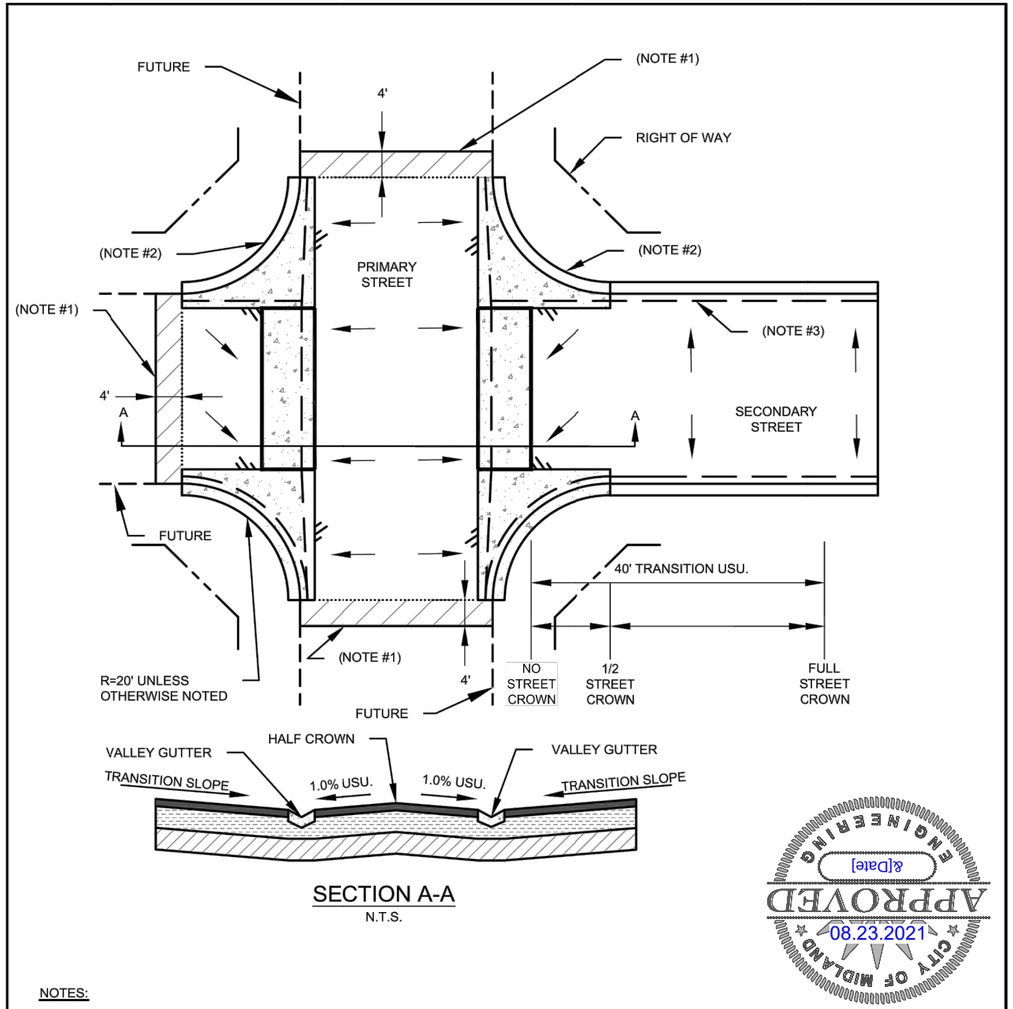
NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
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.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
08/28/2020

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 208
CHECKED: JCF	TRANSITION TO LAY-DOWN CURB		
APPROVED: MCC			

MIDLAND Engineering Services



SECTION A-A
N.T.S.

ENGINEERING APPROVED [Date] CITY OF MIDLAND
08.23.2021

NOTES:

1. NO HEADER WILL BE USED IF ROAD ENDS AT INTERSECTION. INSTEAD EXTEND BASE AND SURFACE 4' BEYOND END OF CURB.
2. WARP GUTTER SO THAT IT SLOPES TOWARDS THE VALLEY GUTTER.
3. FLOW PATH LINES
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE 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: 235
MIDLAND Engineering Services	TYPICAL LOCAL /COLLECTOR CROWN TRANSITION		

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APPROVED BY: ALM
DATE: 5/12/2020
JOB: 200069

MIDLAND Engineering Services

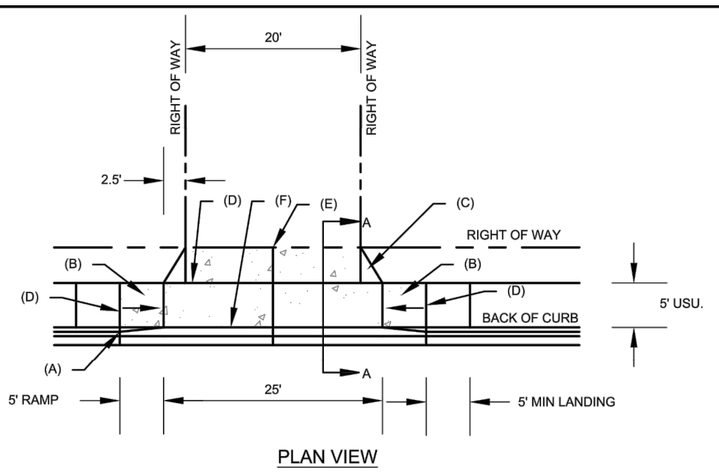
PAVING DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

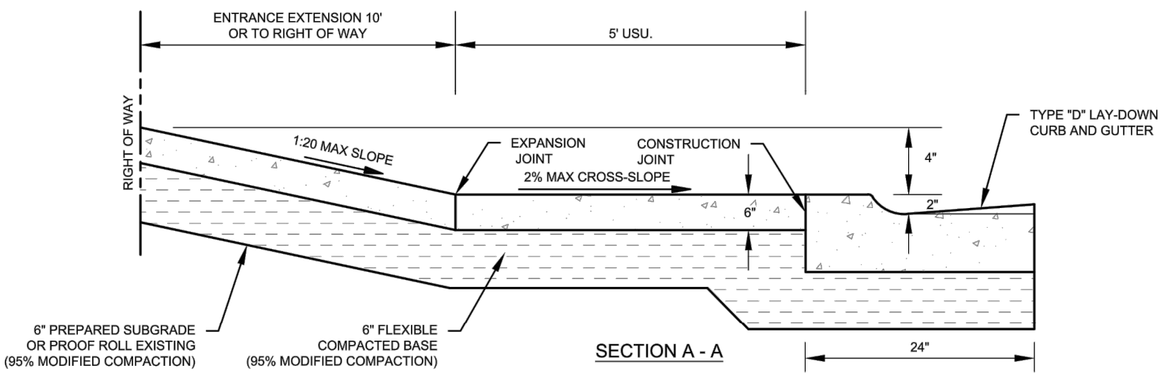
MIDLAND, TEXAS

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PLAN VIEW



SECTION A - A

NOTES:

1. (A) = MATCH GUTTER
2. (B) = DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = CONCRETE FLARE
4. (D) = TYPE B EXPANSION JOINT
5. (E) = TYPE A SAW-CUT JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		STANDARD ALLEY APPROACH		219(A)

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER ALLEY APPROACH IS PLACED.
2. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF ALLEY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE ALLEY APPROACH.
3. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
4. 2" INVERT REQUIRED AT ALLEY APPROACH CENTER LINE WHEN ALLEY DRAINS TOWARDS STREET. IF ALLEY DRAINS AWAY FROM STREET THEN BACK OF APPROACH IS FLAT.
5. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE ENTRANCE IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
6. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
7. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
8. SEAL ALL CONCRETE JOINTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

CITY OF MIDLAND APPROVED ENGINEERING 08.23.2021 [tidal]

STATE OF TEXAS PROFESSIONAL LICENSED ENGINEER ANDREW L. MELLEN 106572

08/18/2020

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		STANDARD ALLEY APPROACH		219(B)

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PAVING DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

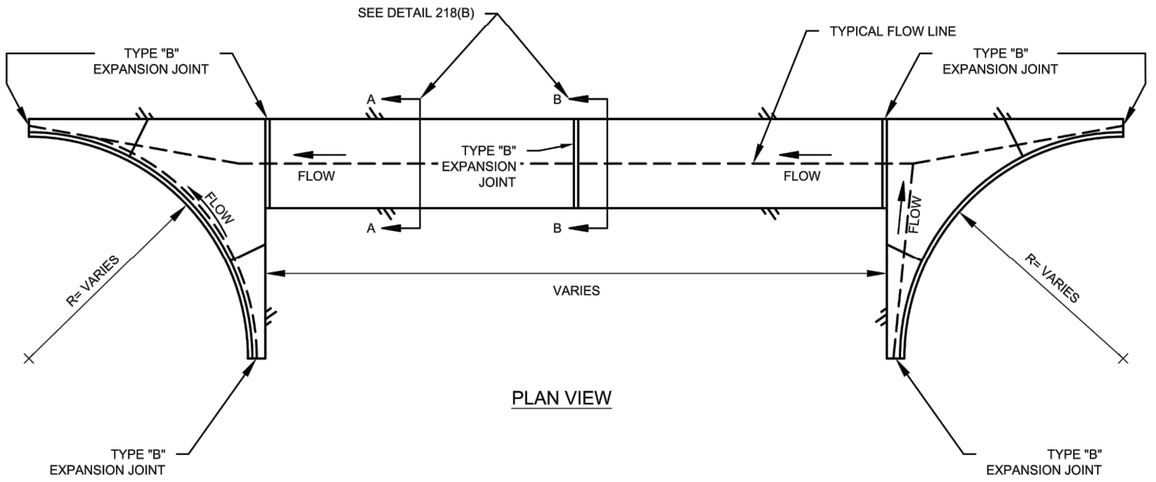
MIDLAND Engineering Services

DRAWN BY:	JAR
CHECKED BY:	CRT
APPROVED BY:	ALM
DATE:	5/12/2020
JOB:	200069

Δ	REVISIONS	BY	APPR.	DATE
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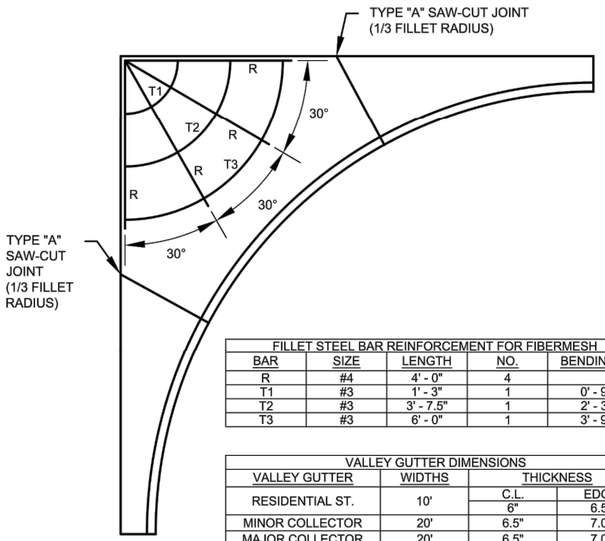
PLAN VIEW

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.

STATE OF TEXAS · ANDREW L. MELLEN · 106572 · LICENSED PROFESSIONAL ENGINEER · 08/28/2020

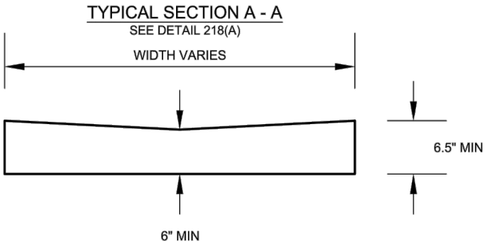
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 218(A)
		FILLET AND VALLEY GUTTER		



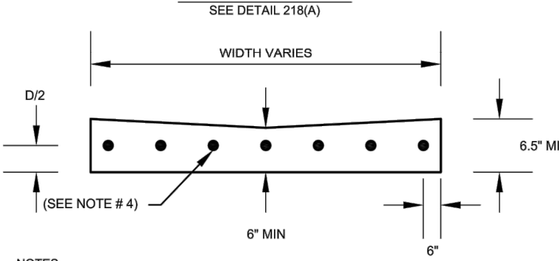
FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
T1	#3	1' - 3"	1	0' - 9"
T2	#3	3' - 7.5"	1	2' - 3"
T3	#3	6' - 0"	1	3' - 9"

VALLEY GUTTER DIMENSIONS			
VALLEY GUTTER	WIDTHS	THICKNESS	
		C.L.	EDGE
RESIDENTIAL ST.	10'	6"	6.5"
MINOR COLLECTOR	20'	6.5"	7.0"
MAJOR COLLECTOR	20'	6.5"	7.0"
MINOR ARTERIAL	20'	7.5"	8.0"
MAJOR ARTERIAL	SEE PLANS		
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED			

TYPICAL SECTION A - A
SEE DETAIL 218(A)



JOINT SECTION B - B
SEE DETAIL 218(A)



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.

CITY OF MIDLAND · APPROVED · ENGINEER · 08.23.2021 · &[Date]

FILLET DIMENSIONS				
BACK OF CURB RADIUS	FILLET AREAS (90°)			CURB LENGTH
	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.84	9.54	28.27
20	22	103.86	11.54	31.42
25	27	156.44	17.38	39.27
30	32	219.75	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 218(B)
		FILLET AND VALLEY GUTTER		

PAVING DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

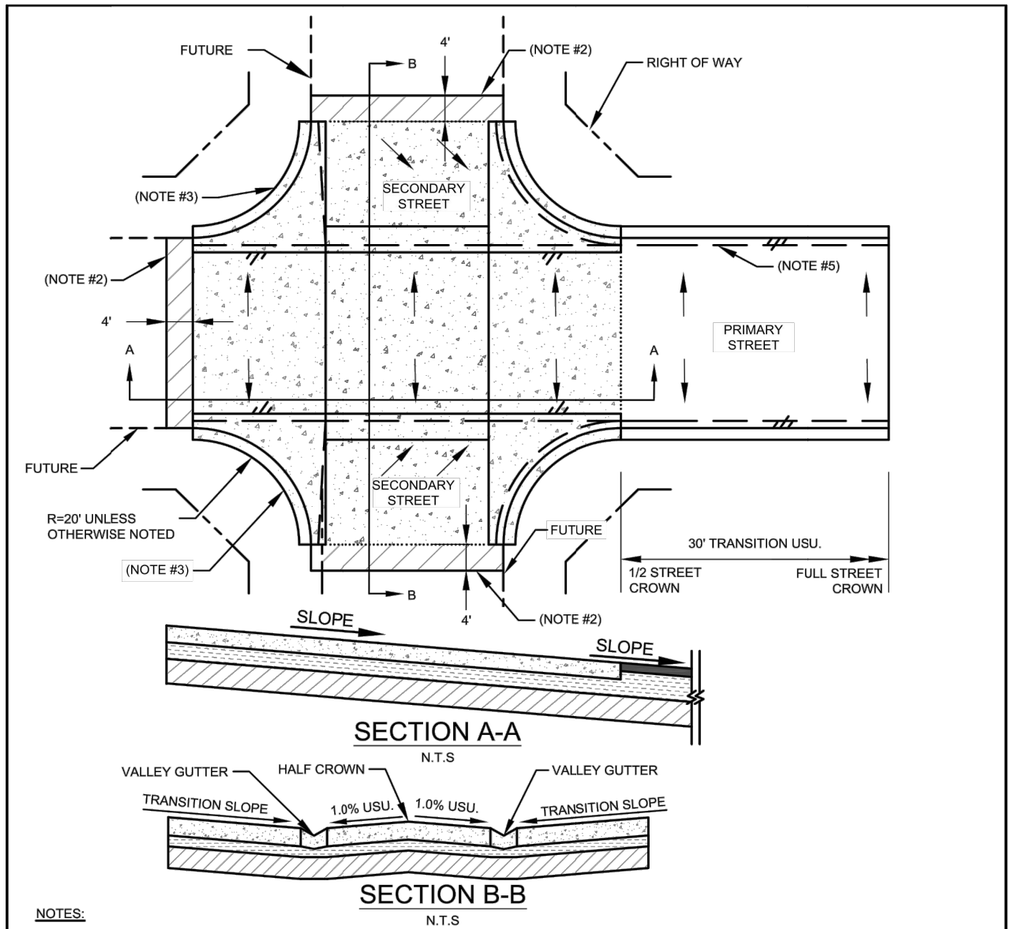
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NOTES:

1. SAW-CUT JOINTS ARE TO LOCATED THROUGHOUT CONCRETE PAVEMENT AT EQUI-DISTANT SPACING TYPICALLY 10'x10' OR NO GREATER THAN 15'x15'.
2. NO HEADER WILL BE USED IF ROAD ENDS AT INTERSECTION. INSTEAD EXTEND BASE AND SURFACE 4' BEYOND END OF CURB.
3. WARP GUTTER SO THAT IT SLOPES TOWARDS THE VALLEY GUTTER.
4. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT THE INTERSECTION.
5. FLOW PATH LINES.
6. SEAL ALL CONCRETE JOINTS.
7. CONCRETE INTERSECTION PAVEMENT TO EXTEND TO THE FILLET END-OF-RADIUS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:

MIDLAND Engineering Services

TYPICAL LOCAL/COLLECTOR CROWN TRANSITION

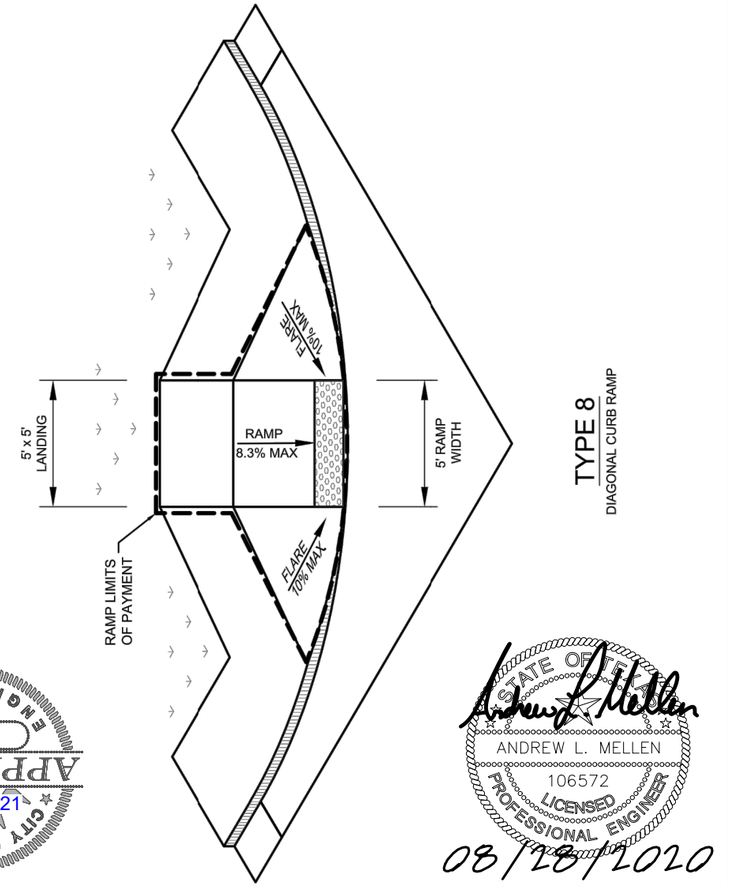
236

CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP. EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.



TYPE 8
DIAGONAL CURB RAMP

APPROVED
CITY OF MIDLAND
ENGINEERING
&[Date]
08.23.2021

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
08/28/2020

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:

MIDLAND Engineering Services

DIAGONAL CURB RAMP

226

Δ	REVISIONS	BY	APPR.	DATE
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	.			

DRAWN BY: JAR
CHECKED BY: CRT
APPROVED BY: ALM
DATE: 5/12/2020
JOB: 200069

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MIDLAND Engineering Services

PAVING DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

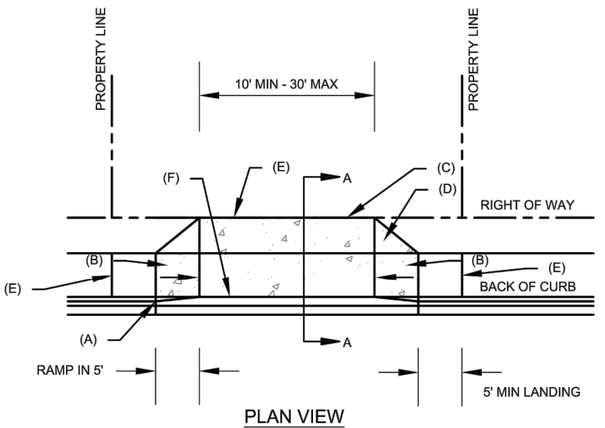
MIDLAND, TEXAS

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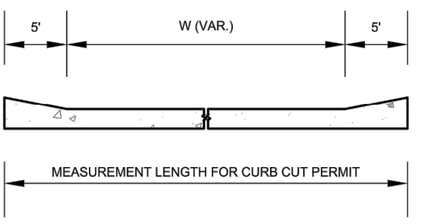
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NOTES:

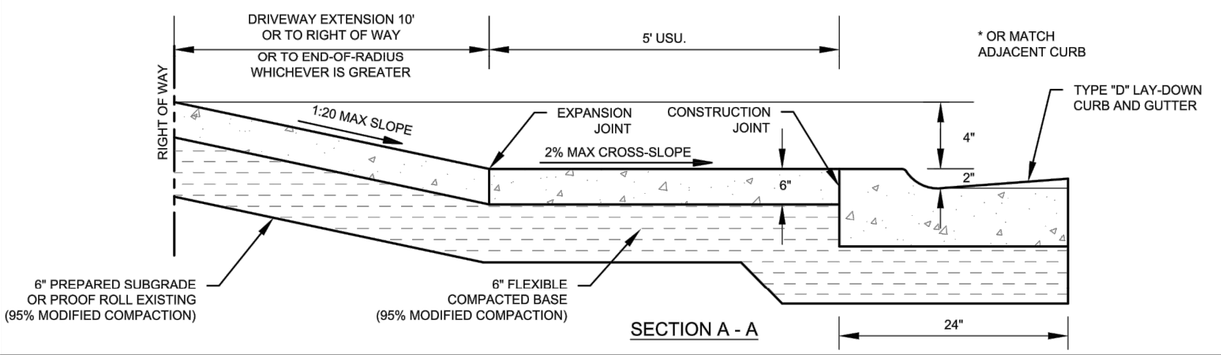
1. (A) = MATCH GUTTER
2. (B)= DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = DRIVEWAY EXTENSION
4. (D) = OPTIONAL CONCRETE FLARE
5. (E) = TYPE B EXPANSION JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)



PLAN VIEW



SECTION THROUGH BACK OF CURB



SECTION A - A

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(A)

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. LANDING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNER'S CONSENT. CONSENT FORMS ARE AVALIABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT AN ALLEY. A MINIMUM 10' IS REQUIRED BETWEEN DRIVEWAY CURB OPENING AND ALLEY PAVING.
4. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF DRIVEWAY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE DRIVEWAY APPROACH.
5. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
6. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
7. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
8. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
9. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
10. SEAL ALL CONCRETE JOINTS.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.





MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(B)

35

PAVING DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

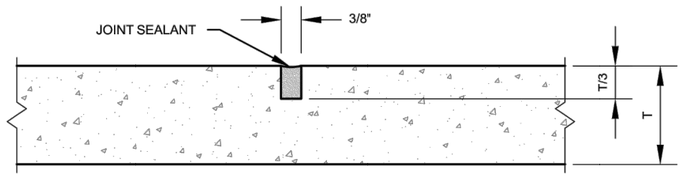
MIDLAND, TEXAS

MIDLAND Engineering Services

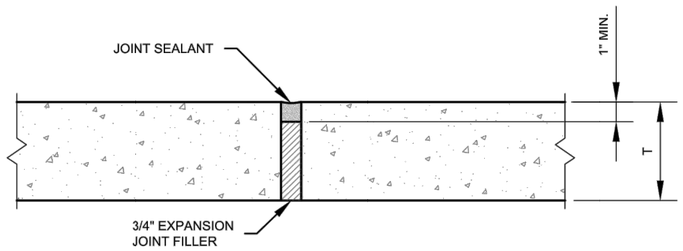
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CHECKED BY:	CRT
APPROVED BY:	ALM
DATE:	5/12/2020
JOB:	200069

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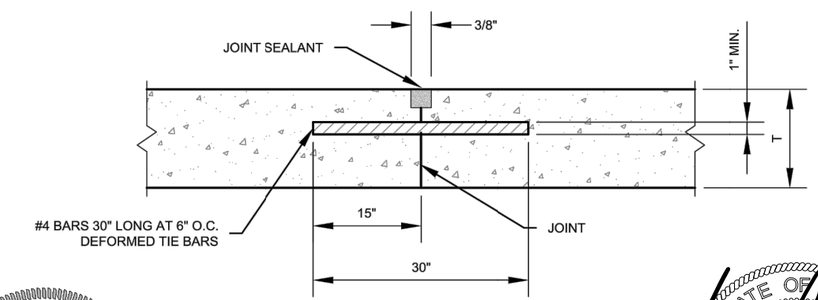
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TYPE "A" SAW-CUT JOINT



TYPE "B" DOWEL-LESS EXPANSION JOINT

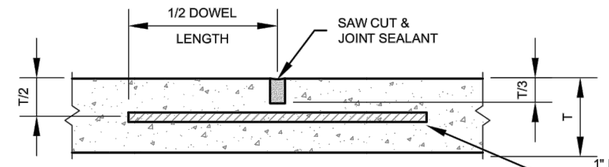


TYPE "C" CONSTRUCTION COLD JOINT

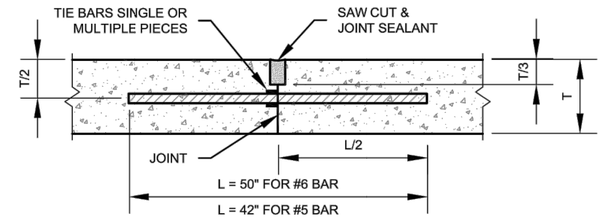
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STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 08/28/2020

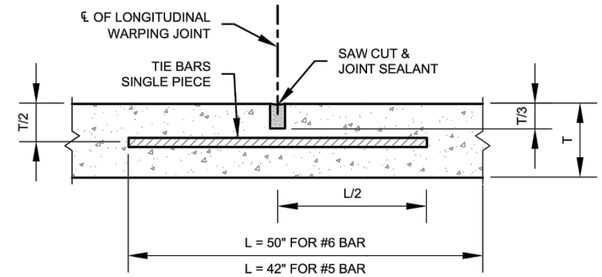
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MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
TYPICAL CONCRETE JOINTS			234(A)



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:
TYPICAL CONCRETE JOINTS			234(B)

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MIDLAND Engineering Services

PAVING DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

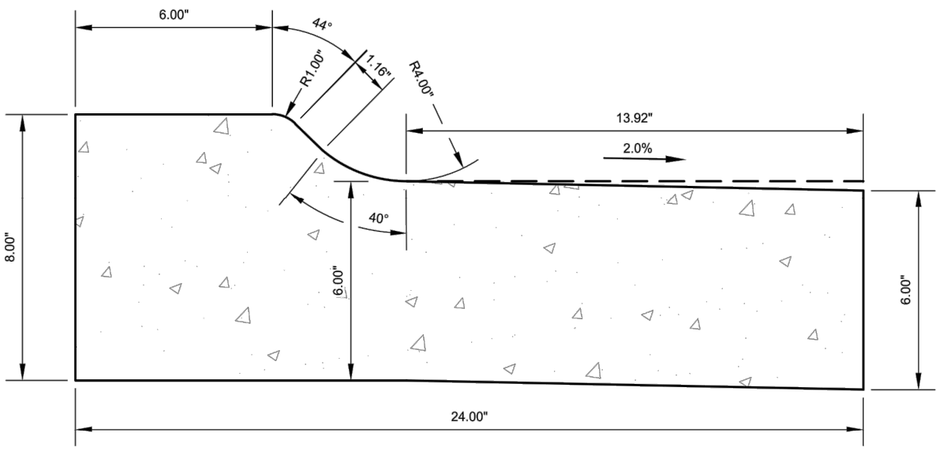
MIDLAND, TEXAS

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F:\2020\200069- CITY OF MIDLAND-PARK AVENUE HEIGHTS 2\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING AND DRAINAGE CONSTRUCTION PLANS\200069 31 PAVING DETAILS.DWG

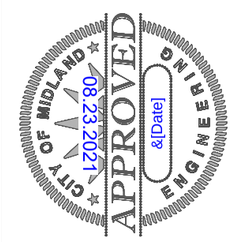
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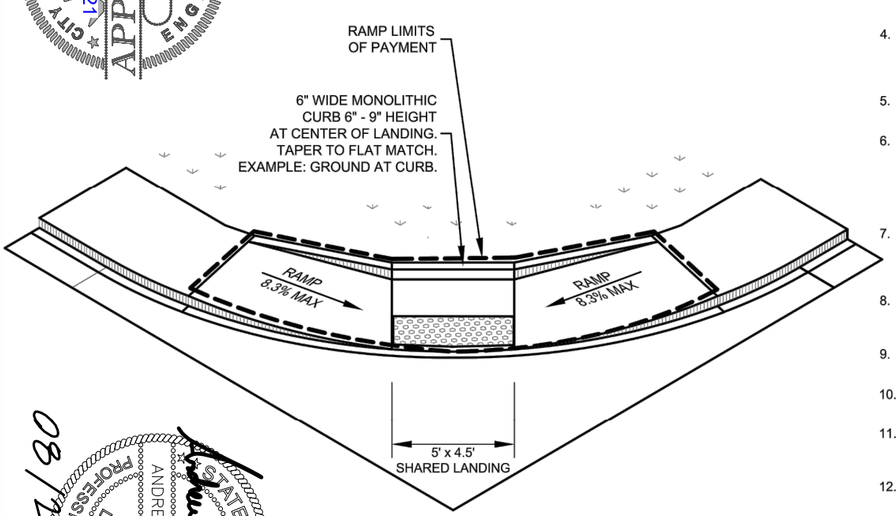


NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	TYPE F INVERT LAY-DOWN CURB AND GUTTER		211
	APPROVED: MCC			





TYPE 12
DIAGONAL CURB RAMP



CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

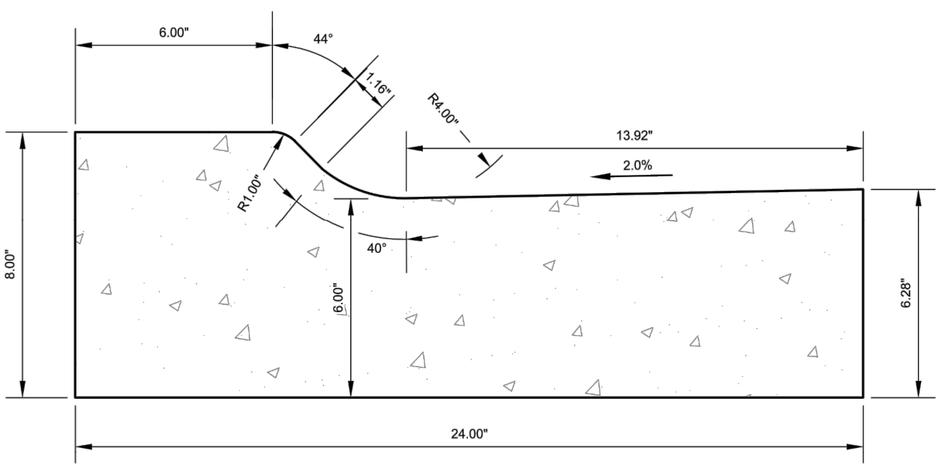
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. ALLOWED FOR NARROW OR CONSTRICTOR RIGHT OF WAY ONLY WITH PERMISSION OF CITY ENGINEER.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	DIAGONAL CURB RAMP		227
	APPROVED: MCC			

37	PAVING DETAILS PARK AVENUE HEIGHTS 2 PUBLIC IMPROVEMENTS MIDLAND, TEXAS	MIDLAND Engineering Services	DRAWN BY: JAR CHECKED BY: CRT APPROVED BY: ALM DATE: 5/12/2020 JOB: 200069	Δ	REVISIONS	BY	APPR.	DATE	Know what's below. Call before you dig. 811
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PACKET
7.366
November 16, 2021

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NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 209
		TYPE D LAY-DOWN CURB AND GUTTER		

08/28/2020

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER

CITY OF MIDLAND
APPROVED
08.23.2021
&[Date]
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PAVING DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

MIDLAND Engineering Services

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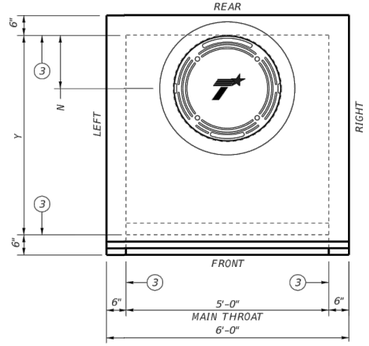
Size (Y)	N	MH Dia (2)
3'	9"	18"
4'	16"	32"
5'	16"	32"
6'	16"	32"

BAR TABLE	
BAR	SIZE
A1	#3
A2	#3
A3 (1)	#3
A4 (1)	#3
B1	#4
B2	#4
B3 (1)	#4
C (1)	#4
G	#4
L (1)	#5
Ra	#5
U1 (1)	#5
U2 (1)	#5

(1) Reinforcing bar used only with extension(s).

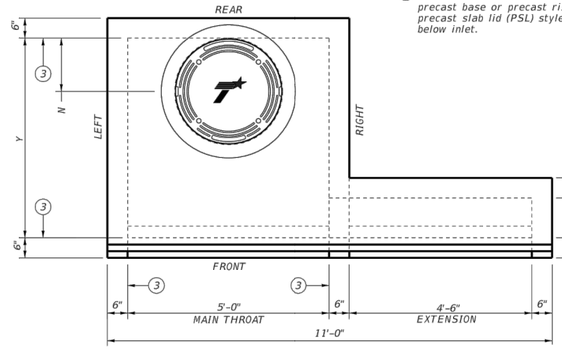
(2) Nominal ring and cover size.

(3) Matches inside face of wall of precast base or precast riser or precast slab lid (PSL) style "S1" below inlet.



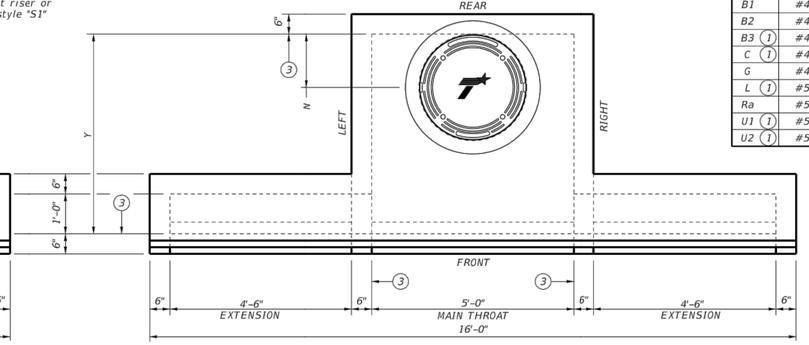
PLAN VIEW

(Shown without extensions.)
See SHEET 2 OF 4 for details.



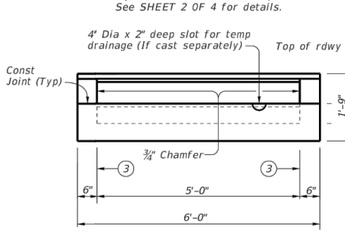
PLAN VIEW

(Showing one extension.)
See SHEET 3 OF 4 for details.



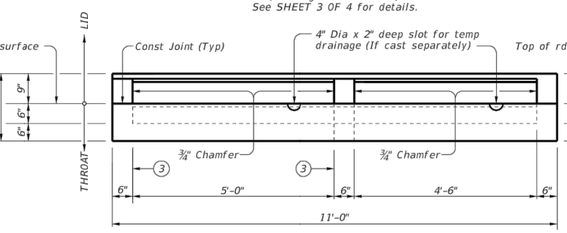
PLAN VIEW

(Showing extension on each side)
See SHEET 4 OF 4 for details.



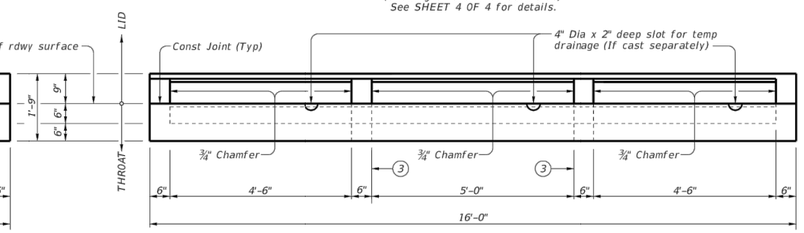
FRONT VIEW

(Shown without extensions.)
See SHEET 2 OF 4 for details.



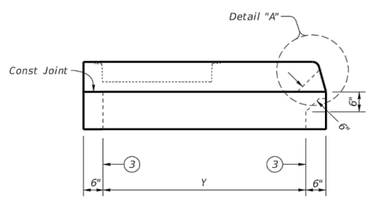
FRONT VIEW

(Showing one extension.)
See SHEET 3 OF 4 for details.



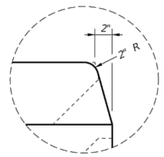
FRONT VIEW

(Showing extension on each side.)
See SHEET 4 OF 4 for details.



LEFT SIDE VIEW

(Extensions not shown for clarity.)



DETAIL "A"

CONSTRUCTION NOTES:
Chamfer all vertical edges of inlet lid ¾" as shown in Front View, Sheet 1 of 4.
Maintain 1 ½" clear cover to ends of all vertical reinforcing bars, unless otherwise noted.

MATERIAL NOTES:
Provide Class "S" concrete (f'c = 4,000 psi).
Provide Grade 60 reinforcing steel or equivalent area of WWR.
Provide cast iron solid cover, unless noted otherwise elsewhere in the plans.

GENERAL NOTES:
Designed according to AASHTO LRFD Bridge Design Specifications.
The intent of this standard is to provide a cast-in-place lid to be used with precast base, precast riser or precast slab lid style "S1".
Inlet throat and lid are not intended for direct traffic. Do not place in roadway.
Lid and throat may be cast monolithically or separately.
See Precast Base (PB) standard for details and notes not shown.
See Precast Slab Lid (PSL) standard for details and notes not shown.
See Curb & Gutter Transitions Details (CGT-PCO) standard for transition examples.
Extensions may be right, left, both, or none. Provide extensions as specified elsewhere in the plans.
Shop drawings for approval are not required.
Payment for inlet is per Item 465, "Junction Boxes, Manholes, and Inlets" by type, size, and extension placement. Extensions are subsidiary to inlet.
Open area of main throat = 360 sq in.
Open area of one extension throat = 324 sq in.

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing bar dimensions shown are out-to-out of bar.

HL93 LOADING SHEET 1 OF 4

Texas Department of Transportation — Bridge Division Standard

CAST-IN-PLACE CURB INLET OUTSIDE ROADWAY

CCO

FILE: ccostds1-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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DATE:
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JOB: 200869

MIDLAND Engineering Services

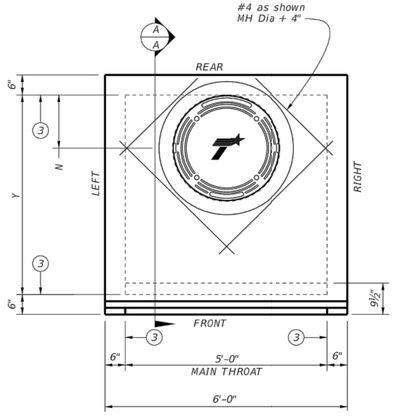
STORM DRAIN DETAILS
PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

39

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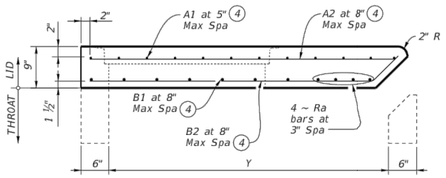
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F:\2020\200069- CITY OF MIDLAND-PARK AVENUE HEIGHTS 2\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING AND DRAINAGE CONSTRUCTION PLANS\200069 31 PAVING DETAILS.DWG

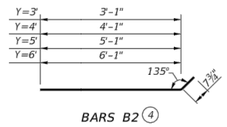


LID PLAN VIEW

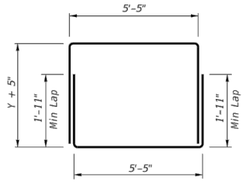
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LID SECTION A-A

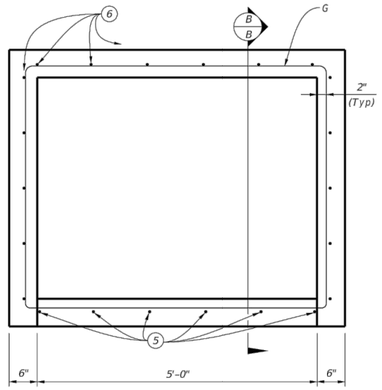


BARS B2 (4)



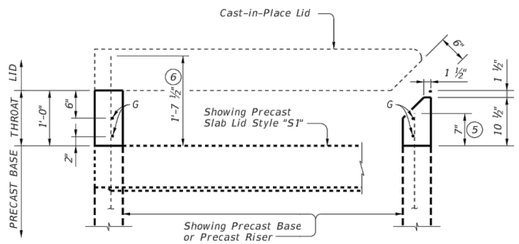
BARS G

Showing one complete bar.



THROAT PLAN VIEW

(Shown without extensions)



THROAT SECTION B-B

(Showing reinforcing bar extended from pecast base or precast riser or precast slab lid style "S1".)

(3) Matches inside face of wall of precast base or precast riser or precast slab lid style "S1" below inlet.

(4) Cut reinforcing bars as needed to provide 1 ½" clear to manhole.

(5) Extend reinforcing bars from precast base or precast riser or precast slab lid style "S1" 7".

(6) Extend reinforcing bars from precast base or precast riser or precast slab lid style "S1" 1'-7 ½".

HL93 LOADING

SHEET 2 OF 4

Texas Department of Transportation — Bridge Division Standard

CAST-IN-PLACE CURB INLET OUTSIDE ROADWAY

CCO

FILE: ccostds1-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS	DIST	COUNTY		SHEET NO.

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MIDLAND Engineering Services

STORM DRAIN DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

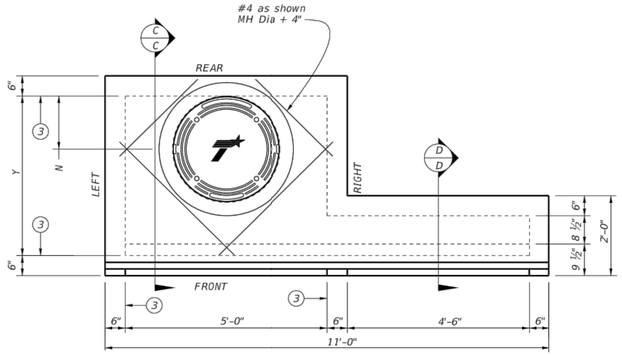
MIDLAND, TEXAS

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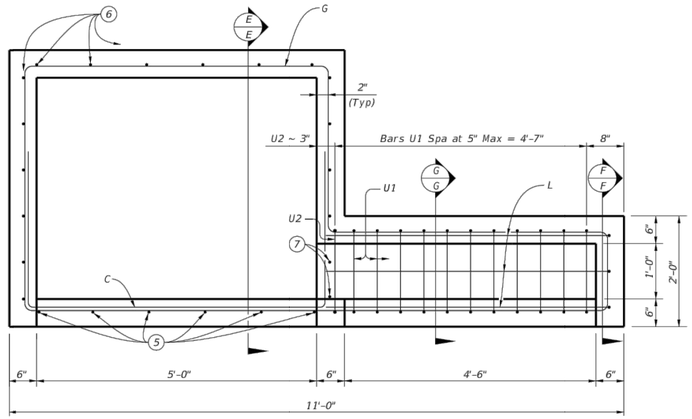
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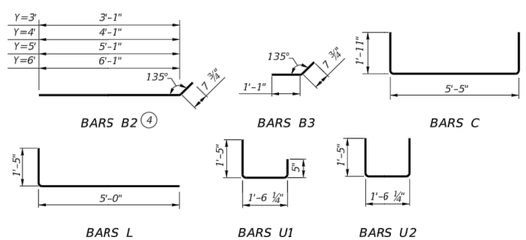
LID PLAN VIEW

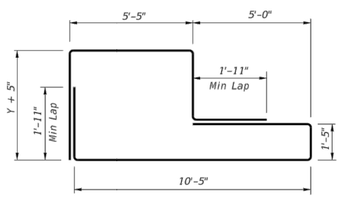
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THROAT PLAN VIEW

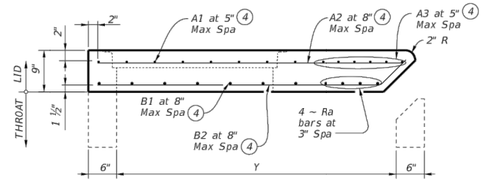
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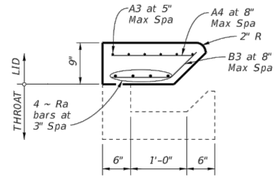


BARS G

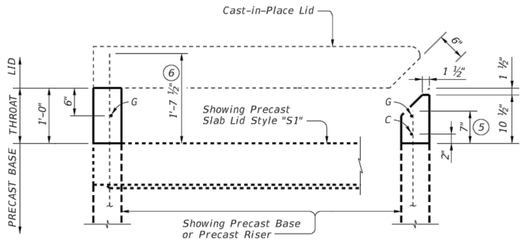
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LID SECTION C-C

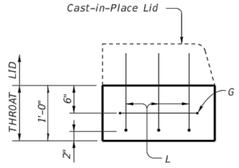


LID SECTION D-D

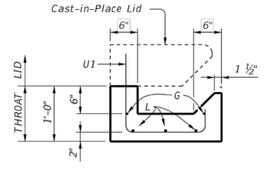


THROAT SECTION E-E

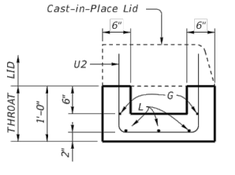
(Showing reinforcing bar extended from pecast base or precast riser or precast slab lid style "S1".)



THROAT SECTION F-F



BARS U1 LOCATION



BARS U2 LOCATION

THROAT SECTION G-G

(3) Matches inside face of wall of precast base or precast riser or precast slab lid style "S1" below inlet.

(4) Cut reinforcing bars as needed to provide 1 ½" clear to manhole.

(5) Extend reinforcing bars from precast base or precast riser or precast slab lid style "S1" 7".

(6) Extend reinforcing bars from precast base or precast riser or precast slab lid style "S1" 1'-7 ½".

(7) Do not extend reinforcing bars from precast base.

HL93 LOADING

SHEET 3 OF 4

Texas Department of Transportation — Bridge Division Standard

CAST-IN-PLACE CURB INLET OUTSIDE ROADWAY

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FILE: ccostds1-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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STORM DRAIN DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

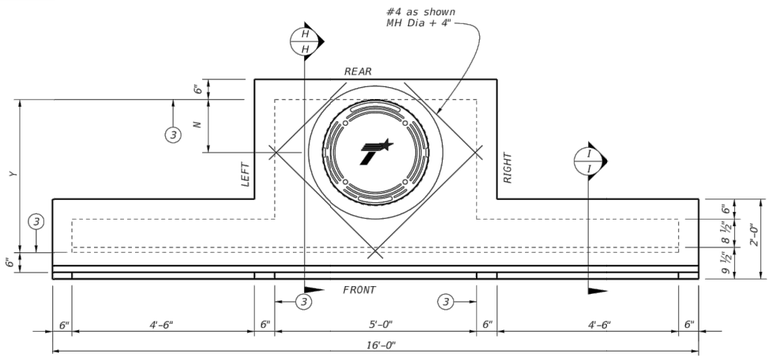
MIDLAND, TEXAS

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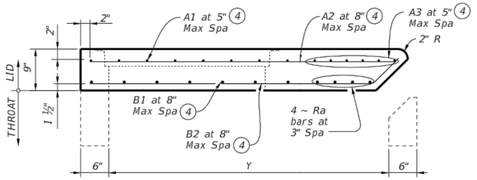
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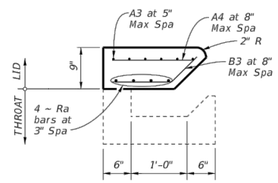


LID PLAN VIEW

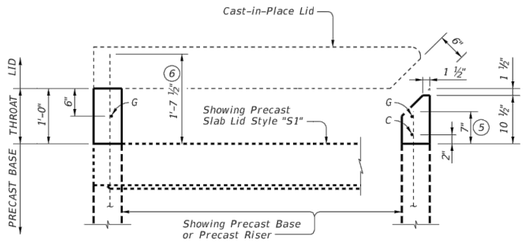
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LID SECTION H-H

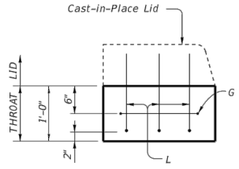


LID SECTION I-I

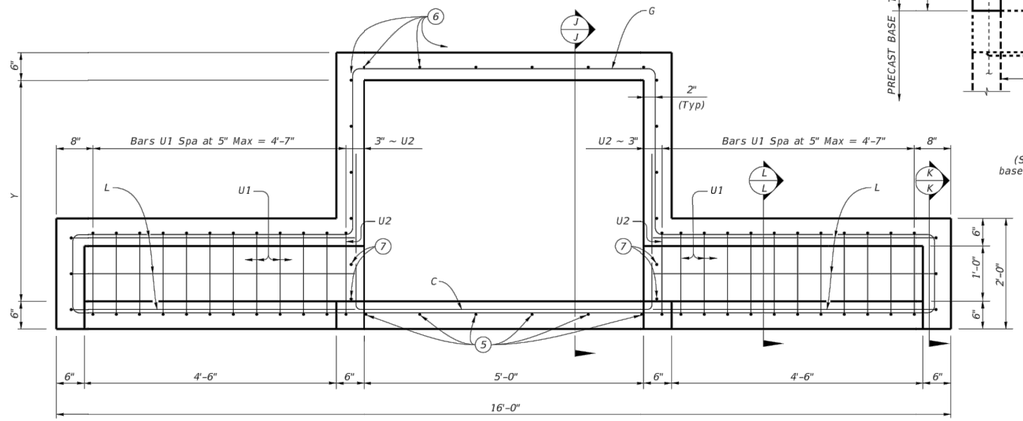


THROAT SECTION J-J

(Showing reinforcing bar extended from pecast base or precast riser or precast slab lid style "S1".)

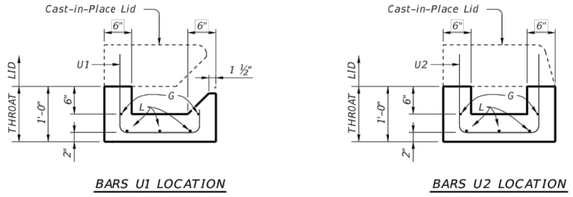


THROAT SECTION K-K



THROAT PLAN VIEW

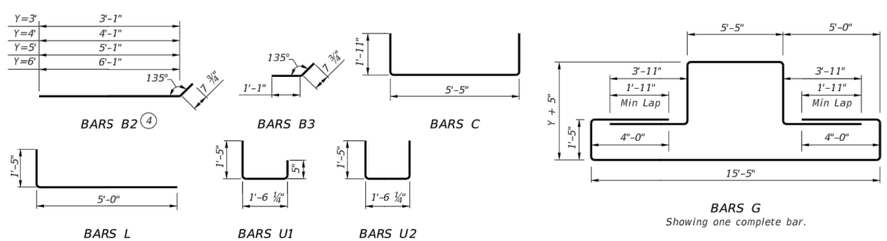
(Showing extension on each side.)



BARS U1 LOCATION

BARS U2 LOCATION

THROAT SECTION L-L



BARS B2 (4)

BARS B3

BARS C

BARS L

BARS U1

BARS U2

BARS G

Showing one complete bar.

(3) Matches inside face of wall of precast base or precast riser or precast slab lid style "S1" below inlet.

(4) Cut reinforcing bars as needed to provide 1 ½" clear to manhole.

(5) Extend reinforcing bars from precast base or precast riser or precast slab lid style "S1" 7".

(6) Extend reinforcing bars from precast base or precast riser or precast slab lid style "S1" 1'-7 ½".

(7) Do not extend reinforcing bars from precast base.

HL93 LOADING SHEET 4 OF 4

Texas Department of Transportation — Bridge Division Standard

CAST-IN-PLACE CURB INLET OUTSIDE ROADWAY

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STORM DRAIN DETAILS

PARK AVENUE HEIGHTS 2
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MIDLAND, TEXAS

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TABLE OF DIMENSIONS & REINFORCING STEEL
(Wings for One Structure End)

Dimensions					Variable Reinforcing				Estimated ③ Quantities per ft of wing length (2-Wings)	
Maximum Wingwall Height Hw	W	X	Y	Z	Bars J1 Size	Bars J1 Spa	Bars J2 Size	Bars J2 Spa	Reinf (Lb/Ft)	Conc (CY/Ft)
2'-6"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	33.73	0.248
3'-0"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	37.07	0.261
3'-6"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	37.74	0.273
4'-0"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	38.41	0.285
4'-6"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	41.75	0.330
5'-0"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	45.09	0.343
5'-6"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	45.75	0.355
6'-0"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	46.42	0.367
7'-0"	3'- 8"	1'- 9"	1'- 3"	7"	#4	1'-0"	#4	1'-0"	52.77	0.414
8'-0"	4'- 2"	2'- 0"	1'- 6"	8"	#5	1'-0"	#4	1'-0"	60.19	0.486
9'-0"	4'- 8"	2'- 3"	1'- 9"	8"	#4	6"	#4	6"	81.49	0.535
10'-0"	5'- 2"	2'- 6"	2'- 0"	8"	#5	6"	#4	6"	97.25	0.584
11'-0"	5'- 8"	2'- 9"	2'- 3"	8"	#6	6"	#5	6"	133.65	0.634
12'-0"	6'- 2"	3'- 0"	2'- 6"	9"	#7	6"	#5	6"	162.29	0.721
13'-0"	6'- 8"	3'- 3"	2'- 9"	11"	#7	6"	#5	6"	178.80	0.856
14'-0"	7'- 2"	3'- 6"	3'- 0"	1'- 0"	#8	6"	#5	6"	216.78	0.959
15'-0"	7'- 8"	4'- 0"	3'- 0"	1'- 1"	#9	6"	#6	6"	283.06	1.068
16'-0"	8'- 2"	4'- 6"	3'- 0"	1'- 3"	#9	6"	#6	6"	297.02	1.234

TABLE OF WINGWALL REINFORCING (2-Wings)

Bar	Size	No.	Spa
D	#5	~	1'-0"
E	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	4	~
M	#4	4	~
P	#4	~	1'-0"
R	#5	6	~
V	#4	~	1'-0"

TABLE OF ESTIMATED CULVERT TOEWALL QUANTITIES

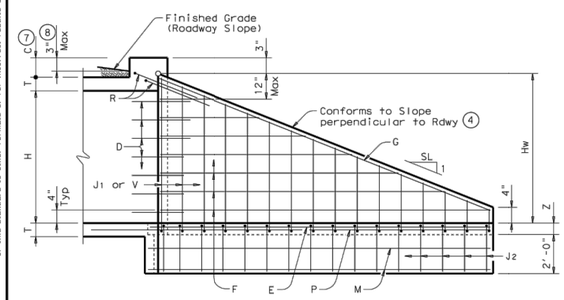
Bar	Size	No.	Spa
L	#4	~	1'-6"
Q	#4	1	~
Reinf (Lb/Ft)			2.45
Conc (CY/Ft)			0.037

WING DIMENSION CALCULATIONS:

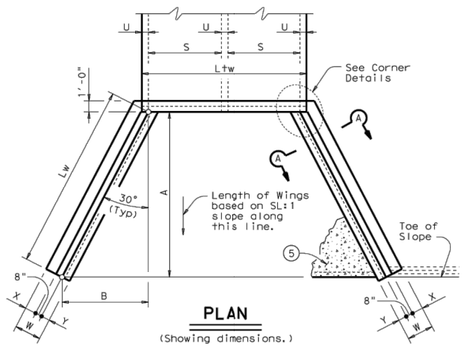
Formulas: (All values are in Feet)
Hw = H + T + C − 0.250'
A = (Hw − 0.333') (SL)
B = (A) Tangent (30°)
Lw = (A) ÷ Cosine (30°)
For Cast-in-place culverts:
Ltw = (N) (S) + (N + 1) (U)
For Precast culverts:
Ltw = (N) (2U + S) + (N − 1) (0.500')
Total Wingwall Area (Two Wings ~ S.F.) = (Hw + 0.333') (Lw)

Hw = Height of Wingwall
SL:1 = Side Slope Ratio (Horizontal:1 Vertical)
Lw = Length of Wingwall
Ltw = Culvert Toewall Length
N = Number of Culvert Spans

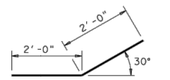
See applicable box culvert standard for H, S, T, and U values.



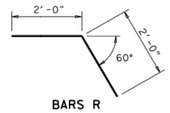
INSIDE ELEVATION
(Showing reinforcing. Culvert and Culvert Toewall reinforcing not shown for clarity.)



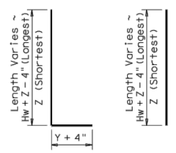
PLAN
(Showing dimensions.)



BARS D



BARS R

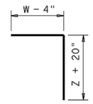


BARS J1

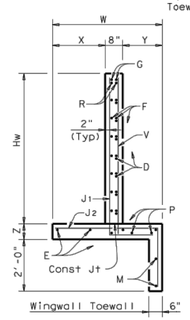
BARS V



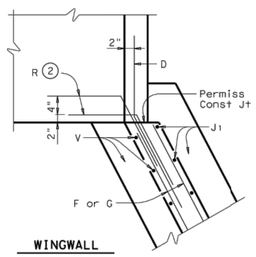
BARS L



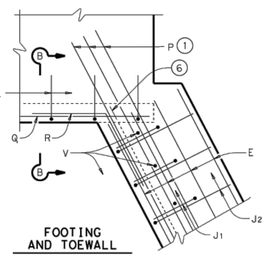
BARS J2



SECTION A-A

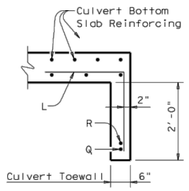


WINGWALL



FOOTING AND TOEWALL

CORNER DETAILS
(Culvert and Culvert Toewall reinforcing not shown for clarity.)



SECTION B-B ⑤

① Extend Bars P 3'-0" minimum into bottom slab of Box Culvert.
② Adjust to fit as necessary to maintain 1 ¼" clear cover and 4" minimum between bars.
③ Quantities shown are based on an average wing height for two wings (one structure end). To determine total quantities for two wings multiply the tabulated values by Lw.
④ Recommended values of Slope are: 2:1, 3:1, 4:1, & 6:1.
⑤ When shown elsewhere on the plans, a 5" deep concrete riprap shall be constructed. Payment for riprap shall be as required by Item 432, "Riprap". Unless otherwise shown on the plans or directed by the Engineer, the riprap shall have a 6" wide by 1'-6" deep reinforced concrete toewall along all edges adjacent to natural ground; the toewall shall be reinforced by extending typical riprap reinforcing into the toewall; construction joints or grooved joints, oriented in the direction of flow, shall extend across the full distance of the riprap, at intervals of approximately 20'. When such riprap is provided, the culvert toewall shown in SECTION B-B will not be required.
⑥ At Contractor's option, Culvert Toewall may be ended flush with Wingwall Toewall. Adjust reinforcing from that shown as necessary.
⑦ 0" min to 5'-0" max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail, bicycle rail or curbs taller than 1'-0", refer to ECD standard. For structures with T6 bridge rail, refer to T6-CM standard. For structures with traffic rail, other than T6, refer to RAC standard.
⑧ For vehicle safety, curb heights and wall heights shall be reduced, if necessary, to provide a maximum 3" projection above finished grade. No changes will be made in quantities and no additional compensation will be allowed for this work.

GENERAL NOTES:

Designed according to AASHTO LRFD Specifications.
All reinforcing steel shall be Grade 60.
Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.
All concrete shall be Class "C" and shall have a minimum compressive strength of 3600 psi.
All reinforcing bars shall be adjusted to provide a minimum of 1 ¼" clear cover.
When structure is founded on solid rock, depth of toewalls for culverts and wingwalls may be reduced or eliminated as directed by the Engineer.
See BCS sheet for additional dimensions and information.
The quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for Contractor's information only.

Texas Department of Transportation — Bridge Division Standard

CONCRETE WINGWALLS
WITH FLARED WINGS FOR
0° SKEW BOX CULVERTS

FW-0

FILE: fw-0sde.dgn	DN: GAF	CK: CAT	DW: TxDOT	CK: GAF
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REVISIONS 11-10: Add note for synthetic fibers.	DIST	COUNTY		SHEET NO.

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08/28/2020

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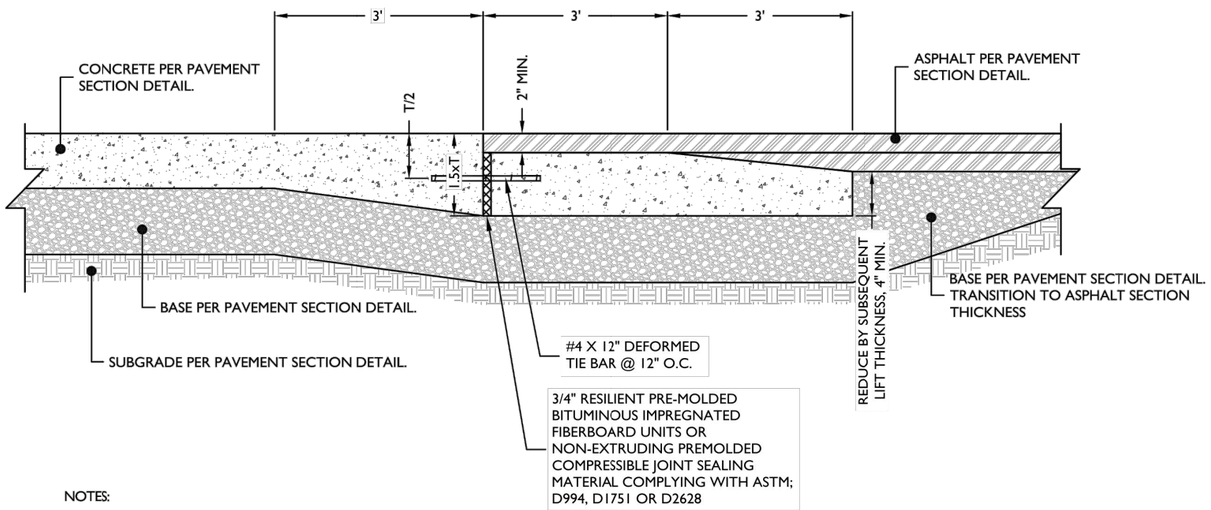
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MIDLAND Engineering Services

STORM DRAIN DETAILS
PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

43



NOTES:

- CONCRETE MATERIALS AND REINFORCEMENT PER THE PAVEMENT SECTION DETAIL.
- THE MAXIMUM CONTROL JOINT SPACING SHOULD BE HELD AT A RANGE FROM 24 TO 36 TIMES THE SLAB THICKNESS, WITH A MAXIMUM LENGTH TO WIDTH RATIO OF 1.5.

1 SLEEPER SLAB TRANSITION

N.T.S.

Know what's **below.** **Call** before you dig.

BY	APPR.	DATE
Δ	REVISIONS	

DRAWN BY: JAR
CHECKED BY: CRT
APPROVED BY: ALM
DATE: 5/12/2020
JOB: 200069

ENGINEERING APPROVED [Date] CITY OF MIDLAND 08.23.2021

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER

08/28/2020

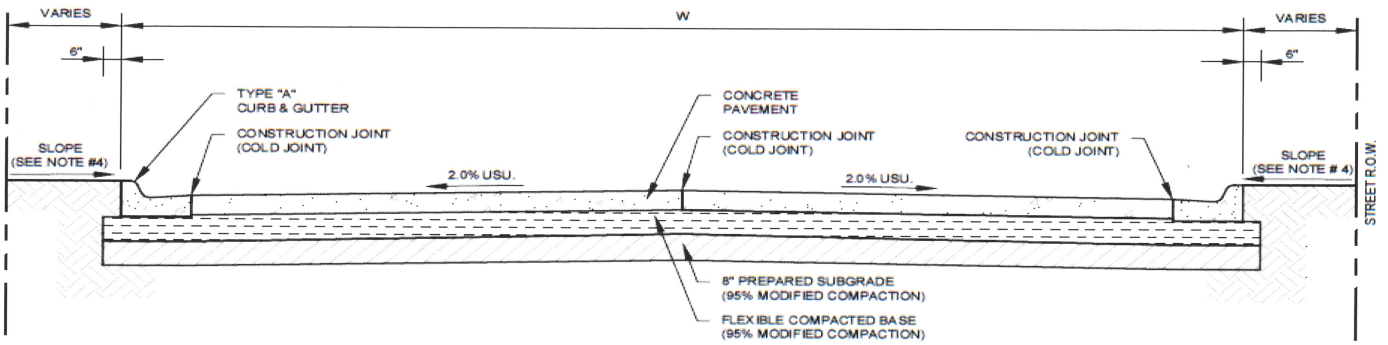
MIDLAND Engineering Services

PAVING DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

44

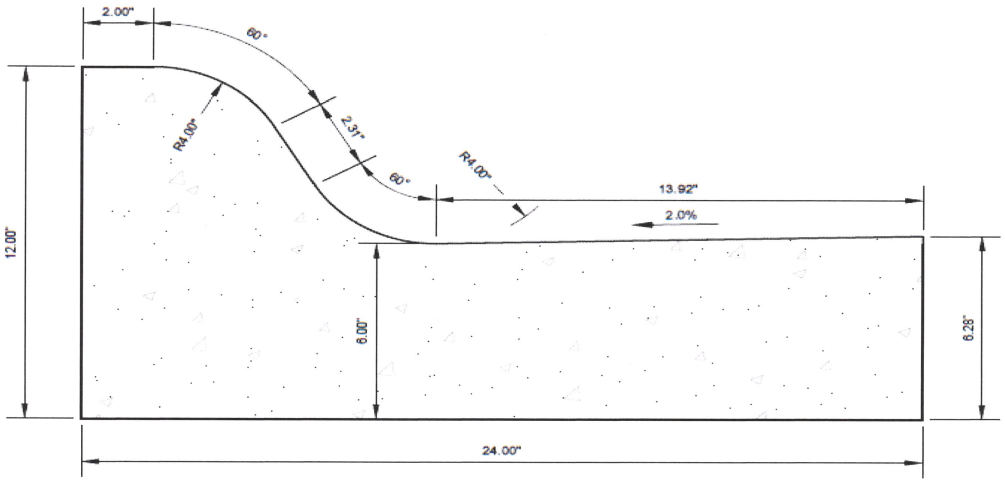


STREET DIMENSIONS			
W (FT)	CONCRETE THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	CONCRETE TYPE
37	6	6	CLASS "C" 3600 PSI
41	7	6	
47	7	8	
77	8	12	
79	8	12	
113	8	12	
TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.			

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. TYPE "A" SAW-CUT JOINTS ARE TO BE LOCATED THROUGHOUT AT EQUIDISTANT SPACING TYPICALLY 10' x 10' OR NO GREATER THAN 15' x 15'. SEAL ALL CONCRETE JOINTS.
3. USE TYPE "B" CURB AND GUTTER WHEN CURB AND PAVEMENT ARE INTEGRAL.
4. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
CONCRETE PAVEMENT STREET CROWN CROSS SECTION			DETAIL: 202



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
TYPE A STANDARD CURB AND GUTTER			DETAIL: 205

PAVING DETAILS

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

MIDLAND Engineering Services

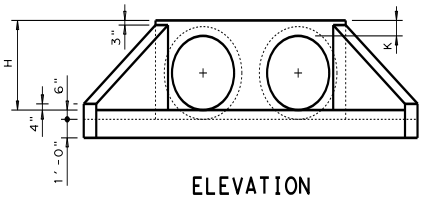
DRAWN BY:	
CHECKED BY:	
APPROVED BY:	
DATE:	
JOB: 200069	

Δ	REVISIONS	BY	APPR.	DATE

Know what's below. Call before you dig. 811

TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL (4)

SLOPE	DIA OF PIPE, D	Values for one Pipe						Values to be added for each addt'l Pipe		
		W	X	Y	L	Reinf (Lbs)	Conc (CY) (1)	X and W	Reinf (Lbs)	Conc (CY) (1)
2:1	12"	4'- 7 1/2"	2'- 6"	2'-10"	3'- 3 1/4"	84	0.6	1'- 9"	20	0.2
	15"	5'- 5 3/4"	2'- 9 1/2"	3'- 4"	3'-10 1/4"	99	0.7	2'- 2"	24	0.3
	18"	6'- 4 1/4"	3'- 1"	3'-10"	4'- 5"	120	0.9	2'- 8"	32	0.3
	21"	7'- 2 3/4"	3'- 4 1/2"	4'- 4"	5'- 0"	137	1.1	3'- 1"	43	0.4
	24"	8'- 2 1/2"	3'- 9 1/2"	4'-10"	5'- 7"	158	1.3	3'- 7"	50	0.5
	27"	9'- 1"	4'- 1"	5'- 4"	6'- 2"	173	1.5	3'-11"	56	0.6
	30"	9'-11 1/2"	4'- 4 1/2"	5'-10"	6'- 8 3/4"	197	1.7	4'- 4"	65	0.8
	33"	10'-10"	4'- 8"	6'- 4"	7'- 3 3/4"	216	2.0	4'- 8"	71	0.9
	36"	11'- 8 1/4"	4'-11 1/2"	6'-10"	7'-10 3/4"	241	2.2	5'- 1"	81	1.0
	42"	13'- 5 1/4"	5'- 6 1/2"	7'-10"	9'- 0 1/2"	290	2.8	5'-10"	97	1.3
	48"	15'- 9"	6'- 1 1/2"	9'- 4"	10'- 9 1/4"	350	3.8	6'- 7"	117	1.7
	54"	17'- 5 3/4"	6'- 8 1/2"	10'- 4"	11'-11 1/4"	415	4.5	7'- 6"	151	2.1
	60"	19'- 2 3/4"	7'- 3 1/2"	11'- 4"	13'- 1"	469	5.3	8'- 3"	174	2.5
	66"	20'-11 1/2"	7'-10 1/2"	12'- 4"	14'- 3"	530	6.2	8'- 9"	194	2.9
	72"	22'- 8 1/2"	8'- 5 1/2"	13'- 4"	15'- 4 3/4"	587	7.1	9'- 4"	213	3.3
3:1	12"	6'- 3"	2'- 6"	4'- 3"	4'-11"	114	0.8	1'- 9"	22	0.2
	15"	7'- 5"	2'- 9 1/2"	5'- 0"	5'- 9 1/4"	133	1.1	2'- 2"	28	0.3
	18"	8'- 6 3/4"	3'- 1"	5'- 9"	6'- 7 3/4"	166	1.3	2'- 8"	37	0.5
	21"	9'- 8 3/4"	3'- 4 1/2"	6'- 6"	7'- 6"	189	1.6	3'- 1"	48	0.6
	24"	11'- 0"	3'- 9 1/2"	7'- 3"	8'- 4 1/2"	221	2.0	3'- 7"	58	0.7
	27"	12'- 2"	4'- 1"	8'- 0"	9'- 2 3/4"	245	2.3	3'-11"	67	0.8
	30"	13'- 4"	4'- 4 1/2"	8'- 9"	10'- 1 1/4"	287	2.7	4'- 4"	77	1.0
	33"	14'- 5 3/4"	4'- 8"	9'- 6"	10'-11 3/4"	310	3.1	4'- 8"	84	1.2
	36"	15'- 7 3/4"	4'-11 1/2"	10'- 3"	11'-10"	343	3.5	5'- 1"	96	1.4
	42"	17'-11 1/2"	5'- 6 1/2"	11'- 9"	13'- 6 3/4"	424	4.5	5'-10"	119	1.7
	48"	21'- 1 3/4"	6'- 1 1/2"	14'- 0"	16'- 2"	527	6.1	6'- 7"	146	2.3
	54"	23'- 5 1/2"	6'- 8 1/2"	15'- 6"	17'-10 3/4"	618	7.3	7'- 6"	186	2.9
	60"	25'- 9 1/4"	7'- 3 1/2"	17'- 0"	19'- 7 1/2"	707	8.7	8'- 3"	219	3.4
	66"	28'- 1"	7'-10 1/2"	18'- 6"	21'- 4 1/4"	797	10.1	8'- 9"	242	3.9
	72"	30'- 4 3/4"	8'- 5 1/2"	20'- 0"	23'- 1 1/4"	910	11.7	9'- 4"	272	4.4
4:1	12"	7'-10 3/4"	2'- 6"	5'- 8"	6'- 6 1/2"	144	1.1	1'- 9"	24	0.3
	15"	9'- 4"	2'- 9 1/2"	6'- 8"	7'- 8 1/2"	177	1.5	2'- 2"	32	0.4
	18"	10'- 9 1/2"	3'- 1"	7'- 8"	8'-10 1/4"	217	1.9	2'- 8"	42	0.5
	21"	12'- 2 3/4"	3'- 4 1/2"	8'- 8"	10'- 0"	254	2.3	3'- 1"	57	0.7
	24"	13'- 9 1/2"	3'- 9 1/2"	9'- 8"	11'- 2"	295	2.8	3'- 7"	67	0.9
	27"	15'- 3"	4'- 1"	10'- 8"	12'- 3 3/4"	328	3.3	3'-11"	77	1.0
	30"	16'- 8 1/4"	4'- 4 1/2"	11'- 8"	13'- 5 3/4"	379	3.8	4'- 4"	89	1.3
	33"	18'- 1 3/4"	4'- 8"	12'- 8"	14'- 7 1/2"	417	4.5	4'- 8"	101	1.4
	36"	19'- 7"	4'-11 1/2"	13'- 8"	15'- 9 1/4"	464	5.1	5'-1"	115	1.7
	42"	22'- 5 3/4"	5'- 6 1/2"	15'- 8"	18'- 1"	575	6.5	5'-10"	141	2.1
	48"	26'- 6 1/4"	6'- 1 1/2"	18'- 8"	21'- 6 3/4"	720	8.9	6'- 7"	175	2.8
	54"	29'- 5"	6'- 8 1/2"	20'- 8"	23'-10 1/4"	863	10.7	7'- 6"	226	3.6
	60"	32'- 3 3/4"	7'- 3 1/2"	22'- 8"	26'- 2"	984	12.7	8'- 3"	264	4.3
	66"	35'- 2 1/2"	7'-10 1/2"	24'- 8"	28'- 5 3/4"	1126	14.9	8'- 9"	300	4.9
	72"	38'- 1 1/4"	8'- 5 1/2"	26'- 8"	30'- 9 1/2"	1283	17.3	9'- 4"	334	5.6
6:1	12"	11'- 2"	2'- 6"	8'- 6"	9'- 9 3/4"	220	1.9	1'- 9"	28	0.4
	15"	13'- 2 1/4"	2'- 9 1/2"	10'- 0"	11'- 6 1/2"	264	2.5	2'- 2"	37	0.5
	18"	15'- 2 1/2"	3'- 1"	11'- 6"	13'- 3 1/4"	326	3.2	2'- 8"	50	0.7
	21"	17'- 2 3/4"	3'- 4 1/2"	13'- 0"	15'- 0 1/4"	381	3.9	3'- 1"	69	0.9
	24"	19'- 4 1/2"	3'- 9 1/2"	14'- 6"	16'- 9"	447	4.8	3'- 7"	80	1.2
	27"	21'- 4 3/4"	4'- 1"	16'- 0"	18'- 5 3/4"	506	5.7	3'-11"	96	1.4
	30"	23'- 5 1/4"	4'- 4 1/2"	17'- 6"	20'- 2 1/2"	587	6.7	4'- 4"	110	1.7
	33"	25'- 5 1/2"	4'- 8"	19'- 0"	21'-11 1/4"	667	7.8	4'- 8"	127	2.0
	36"	27'- 5 3/4"	4'-11 1/2"	20'- 6"	23'- 8"	727	9.0	5'- 1"	144	2.3
	42"	31'- 6 1/4"	5'- 6 1/2"	23'- 6"	27'- 1 1/2"	914	11.5	5'-10"	179	3.0
	48"	37'- 3 1/2"	6'- 1 1/2"	28'- 0"	32'- 4"	1181	15.9	6'- 7"	231	4.0
	54"	41'- 4 1/4"	6'- 8 1/2"	31'- 0"	35'- 9 1/2"	1412	19.2	7'- 6"	300	5.0
	60"	45'- 4 3/4"	7'- 3 1/2"	34'- 0"	39'- 3"	1619	22.9	8'- 3"	353	6.0



ELEVATION

Showing dimensions

(1) Quantities shown are for concrete pipe and will increase slightly for metal pipe installations.

(2) For vehicle safety, curbs shall project no more than 3" above finished grade. Curb heights shall be reduced, if necessary, to meet these requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.

(3) Provide a 1'-0" footing as shown where required to maintain 4" Min cover for pipes.

(4) Quantities shown are for one structure end only (one headwall).

(5) Min Length = $6" + 3" \times \left(\frac{12 \times H - 7}{12 \times L}\right)$

Max Length = $12 \times H - 3" \times \left(\frac{12 \times H - 7}{12 \times L}\right) - 1"$

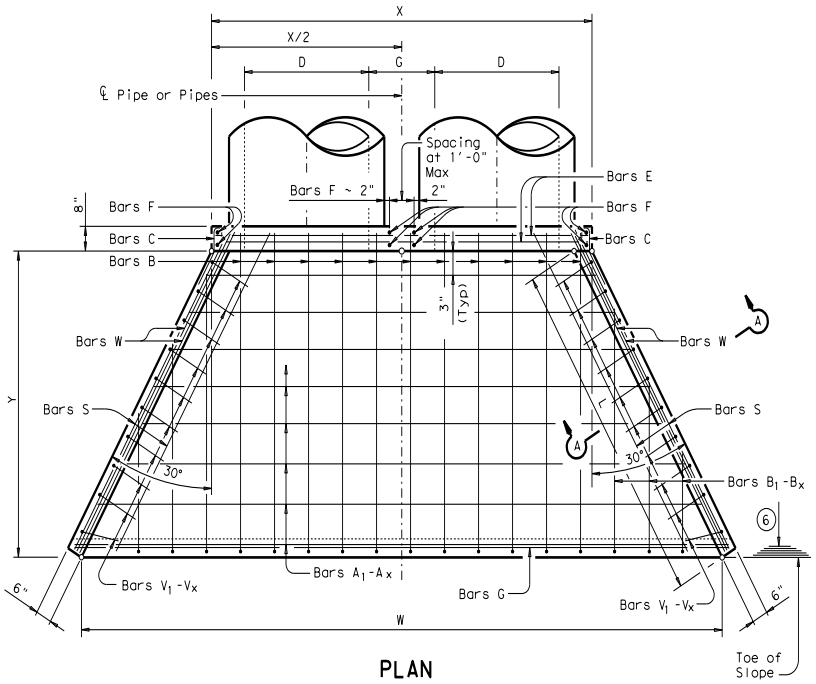
(6) Lengths of wings based on SL:1 Slope along this line.

TABLE OF REINFORCING STEEL (4)

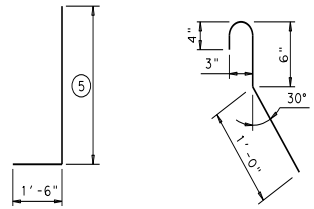
Bar	Size	Spa	No.
A	# 4	1'-0"	~
B	# 3	1'-6"	~
C	# 4	1'-0"	~
D	# 3	1'-0"	~
E	# 5	~	4
F	# 5	~	~
G	# 3	~	2
S	# 4	~	6
V	# 4	1'-0"	~
W	# 5	~	4

TABLE OF CONSTANT DIMENSIONS

DIA OF PIPE, D	G	K	H
12"	9"	1'- 0"	2'- 0"
15"	11"	1'- 0"	2'- 3"
18"	1'- 2"	1'- 0"	2'- 6"
21"	1'- 4"	1'- 0"	2'- 9"
24"	1'- 7"	1'- 0"	3'- 0"
27"	1'- 8"	1'- 0"	3'- 3"
30"	1'-10"	1'- 0"	3'- 6"
33"	1'-11"	1'- 0"	3'- 9"
36"	2'- 1"	1'- 0"	4'- 0"
42"	2'- 4"	1'- 0"	4'- 6"
48"	2'- 7"	1'- 3"	5'- 3"
54"	3'- 0"	1'- 3"	5'- 9"
60"	3'- 3"	1'- 3"	6'- 3"
66"	3'- 3"	1'- 3"	6'- 9"
72"	3'- 4"	1'- 3"	7'- 3"

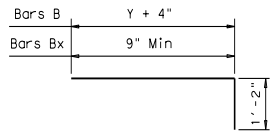


PLAN

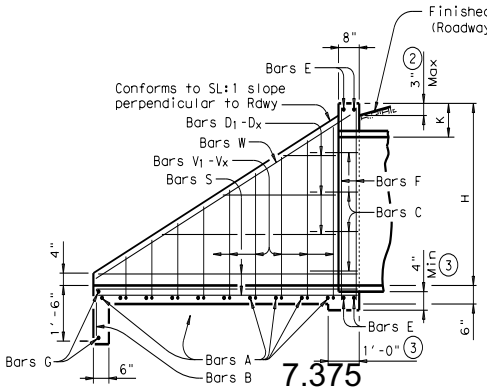


BARS V

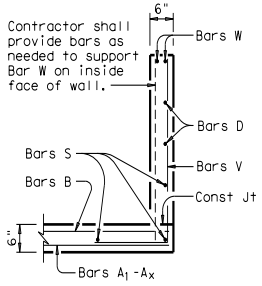
BARS C
(2'-0" long)



BARS B & B1-Bx



TYPICAL WING ELEVATION



SECTION A-A

GENERAL NOTES:

Designed according to AASHTO LRFD Specifications.

Reinforcing steel shall be placed with the center of the outside layer of bars 2" from the surface of the concrete.

All reinforcing steel shall be Grade 60.

All concrete shall be Class "C" and shall have a minimum compressive strength of 3600 psi.

No bridge rails of any type may be mounted directly to these culvert headwalls.

Texas Department of Transportation

Bridge Division Standard

CONCRETE HEADWALLS WITH FLARED WINGS FOR 0° SKEW PIPE CULVERTS

CH-FW-0

FILE:	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: GAF
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REVISIONS				
	DIST	COUNTY		SHEET NO.

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DATE:
FILE:

PACKET 7.375 November 16, 2021

TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL (5)

Slope	Dia of Pipe (D)	Values for One Pipe						Values to be Added for Each Addt'l Pipe		
		W	X	Y	L	Reinf (Lbs)	Conc (CY) (1)	X and W	Reinf (Lbs)	Conc (CY) (1)
3:1	33"	14' - 5 3/4"	4' - 8"	9' - 6"	10' - 11 3/4"	316	3.4	4' - 8"	84	1.2
	36"	15' - 7 3/4"	4' - 11 1/2"	10' - 3"	11' - 10"	349	3.8	5' - 1"	96	1.4
	42"	17' - 11 1/2"	5' - 6 1/2"	11' - 9"	13' - 6 3/4"	430	4.9	5' - 10"	119	1.8
	48"	21' - 1 3/4"	6' - 1 1/2"	14' - 0"	16' - 2"	535	6.5	6' - 7"	146	2.4
	54"	23' - 5 1/2"	6' - 8 1/2"	15' - 6"	17' - 10 3/4"	628	7.8	7' - 6"	186	3.0
	60"	25' - 9 1/4"	7' - 3 1/2"	17' - 0"	19' - 7 1/2"	717	9.2	8' - 3"	219	3.5
	66"	28' - 1"	7' - 10 1/2"	18' - 6"	21' - 4 1/4"	809	10.7	8' - 9"	242	4.0
	72"	30' - 4 3/4"	8' - 5 1/2"	20' - 0"	23' - 1 1/4"	922	12.3	9' - 4"	272	4.6
4:1	33"	18' - 1 3/4"	4' - 8"	12' - 8"	14' - 7 1/2"	423	4.8	4' - 8"	101	1.5
	36"	19' - 7"	4' - 11 1/2"	13' - 8"	15' - 9 1/4"	470	5.5	5' - 1"	115	1.7
	42"	22' - 5 3/4"	5' - 6 1/2"	15' - 8"	18' - 1"	581	7.0	5' - 10"	141	2.2
	48"	26' - 6 1/4"	6' - 1 1/2"	18' - 8"	21' - 6 3/4"	728	9.4	6' - 7"	175	3.0
	54"	29' - 5"	6' - 8 1/2"	20' - 8"	23' - 10 1/4"	873	11.3	7' - 6"	226	3.7
	60"	32' - 3 3/4"	7' - 3 1/2"	22' - 8"	26' - 2"	994	13.4	8' - 3"	264	4.4
	66"	35' - 2 1/2"	7' - 10 1/2"	24' - 8"	28' - 5 3/4"	1,138	15.6	8' - 9"	300	5.0
	72"	38' - 1 1/4"	8' - 5 1/2"	26' - 8"	30' - 9 1/2"	1,295	18.0	9' - 4"	334	5.7
6:1	33"	25' - 5 1/2"	4' - 8"	19' - 0"	21' - 11 1/4"	673	8.3	4' - 8"	127	2.1
	36"	27' - 5 3/4"	4' - 11 1/2"	20' - 6"	23' - 8"	733	9.5	5' - 1"	144	2.4
	42"	31' - 6 1/4"	5' - 6 1/2"	23' - 6"	27' - 1 1/2"	920	12.1	5' - 10"	179	3.1
	48"	37' - 3 1/2"	6' - 1 1/2"	28' - 0"	32' - 4"	1,189	16.6	6' - 7"	231	4.1
	54"	41' - 4 1/4"	6' - 8 1/2"	31' - 0"	35' - 9 1/2"	1,422	20.0	7' - 6"	300	5.1
	60"	45' - 4 3/4"	7' - 3 1/2"	34' - 0"	39' - 3"	1,629	23.8	8' - 3"	353	6.1

(1) Quantities shown are for concrete pipe and will increase slightly for metal pipe installation.

(2) For vehicle safety, reduce curb heights, if necessary, to provide a maximum 3" projection above finished grade. No changes will be made in quantities and no additional compensation will be allowed for this work.

(3) Provide a 1'-0" footing as shown where required to maintain 4" minimum cover for pipes.

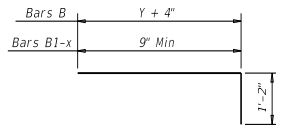
(4) Dimensions shown are usual and maximum.

(5) Quantities shown are for one structure end. (One headwall)

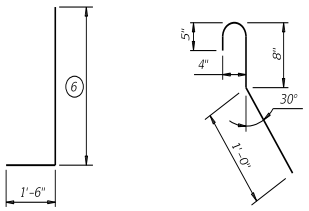
(6) Min Length = $6" + 3" \times \left(\frac{12 \times H - 7}{12 \times L}\right)$

Max Length = $12 \times H - 3" \times \left(\frac{12 \times H - 7}{12 \times L}\right) - 1"$

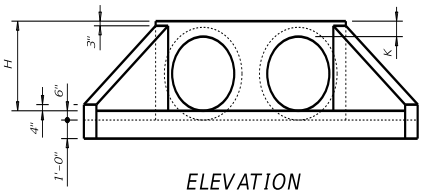
(7) Lengths of wings based on SL:1 slope along this line.



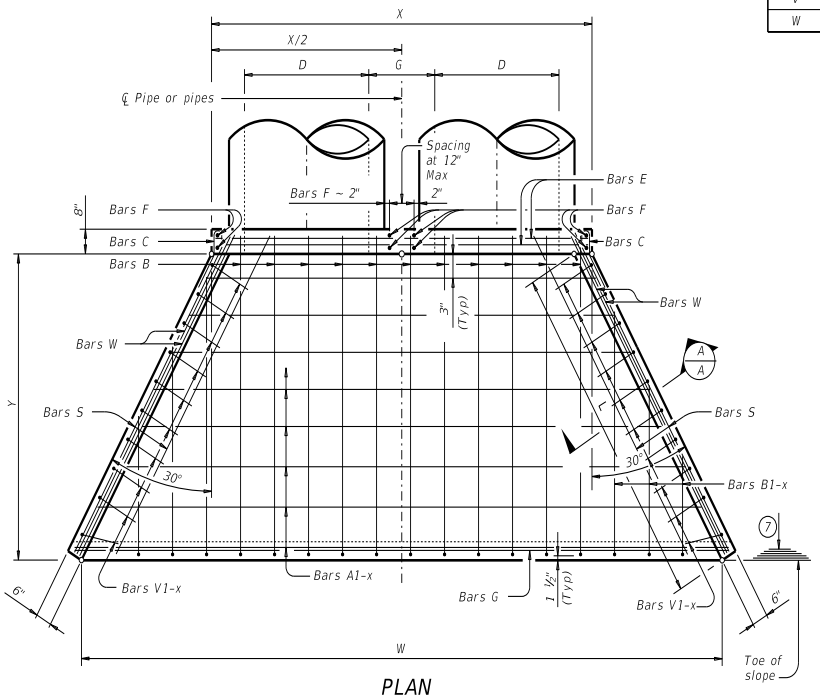
BARS B and B1-x



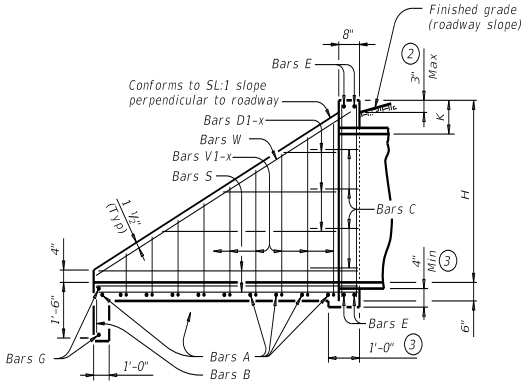
BARS V BARS C
(Length = 2'-5")



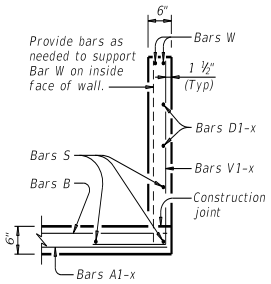
ELEVATION
(Showing dimensions.)



PLAN



TYPICAL WING ELEVATION



SECTION A-A

TABLE OF (5) REINFORCING STEEL

Bar	Size	Spa	No.
A	#4	1' - 0"	~
B	#3	1' - 6"	~
C	#4	1' - 0"	~
D	#3	1' - 0"	~
E	#5	~	4
F	#5	~	~
G	#3	~	2
S	#4	~	6
V	#4	1' - 0"	~
W	#5	~	4

TABLE OF CONSTANT DIMENSIONS

Dia of Pipe (D)	G	K (4)	H
33"	1' - 11"	1' - 0"	3' - 9"
36"	2' - 1"	1' - 0"	4' - 0"
42"	2' - 4"	1' - 0"	4' - 6"
48"	2' - 7"	1' - 3"	5' - 3"
54"	3' - 0"	1' - 3"	5' - 9"
60"	3' - 3"	1' - 3"	6' - 3"
66"	3' - 3"	1' - 3"	6' - 9"
72"	3' - 4"	1' - 3"	7' - 3"

MATERIAL NOTES:

Provide Grade 60 reinforcing steel.

Provide galvanized reinforcing steel, if required elsewhere in the plans.

Adjust reinforcing bars, as neccessary, to provide a minimum clear cover of 1 ½".

Provide Class C concrete (f`c= 3,600 psi).

Provide pipe runners that meet the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 Gr B, or API 5LX52.

Provide ASTM A307 bolts and nuts.

Provide ASTM A36 steel plates.

Galvanize all steel components, except reinforcing unless required elsewhere in the plans, after lubrication. Repair galvanizing damaged during transport or construction in accordance with the specifications.

For optional adhesive anchors, install adhesive anchorages in accordance with the manufacturer's instructions including hole size, drilling equipment and method, hole cleaning equipment and method, mixing and dispensing adhesive, and anchor insertion. Do not alter the manufacturer's mixing nozzle or dispenser. Anchorage rods must be clean and free of grease, oil, or any other foreign material. Demonstrate hole cleaning method to the Engineer for approval and continue the approved process for all anchorage locations. Test adhesive anchors in accordance with Item 450.3.3, "Tests." Test 3 anchors per 100 anchors installed.

GENERAL NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications.

Safety end treatments (SET) shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the pipe runners.

The safety pipe runners are designed for a traversing load of 1,800 pounds at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981.

All bolts, nuts, washers, brackets, angles and pipe runners are considered parts of the safety end treatment for payment.

Cover dimensions are clear dimensions, unless noted otherwise. Reinforcing dimensions are out-to-out of bars.

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The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

SHEET 1 OF 3

Texas Department of Transportation

Bridge Division Standard

SAFETY END TREATMENT WITH FLARED WINGS

FOR 0° SKEW PIPE CULVERTS
TYPE I ~ CROSS DRAINAGE

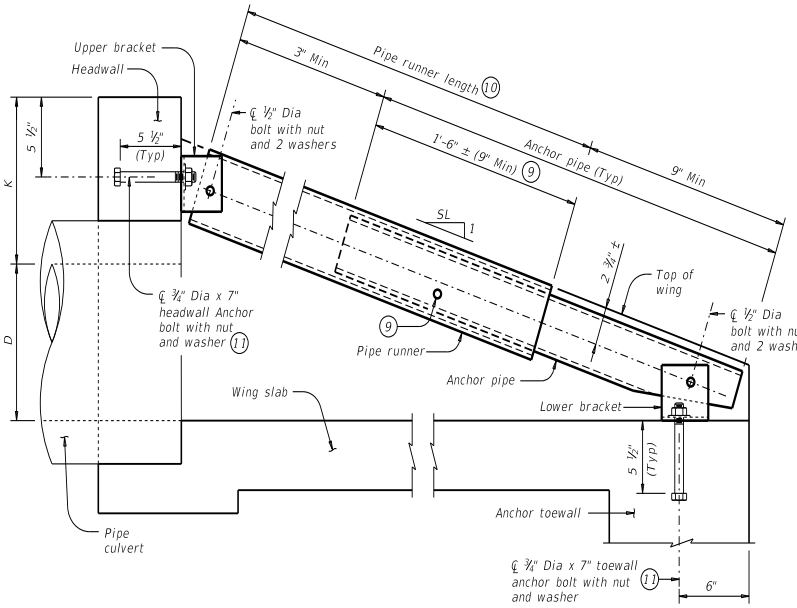
SETP-FW-0

DN: GAF	CK: CAT	DW: BWH	CK: GAF		
©TxDOT	CONT	SECT	JOB	HIGHWAY	
	DIST	COUNTY		SHEET NO.	

PACKET 7.376
November 16, 2021
10.15.2021

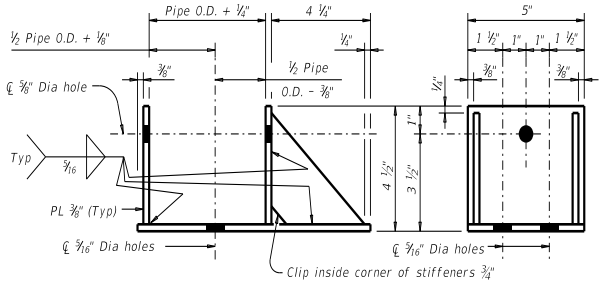
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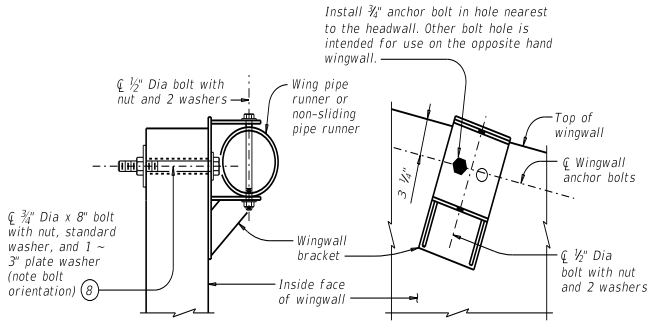


SECTION B-B

(Showing headwall pipe runner. Except for upper bracket, wingwall pipe runners are similar.)



ELEVATION SIDE VIEW

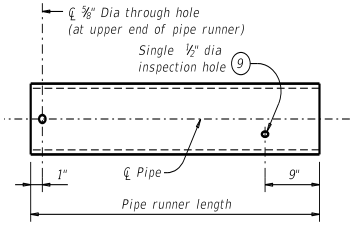


SECTION C-C (Showing installed bracket.)

ELEVATION (Showing installed bracket normal to wall. Pipe not shown for clarity.)

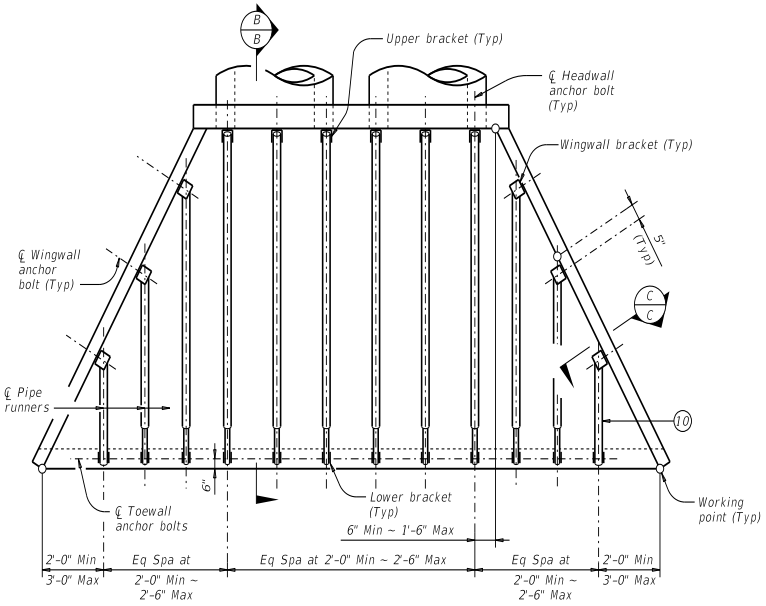
NOTE: Match the wingwall bracket to the upper bracket size.

WINGWALL BRACKET DETAILS

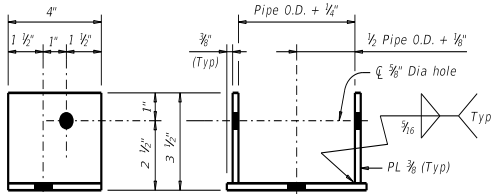


Note: Use pipe diameter required for headwall pipe runner and for wingwall pipe runner.

PIPE RUNNER DETAILS



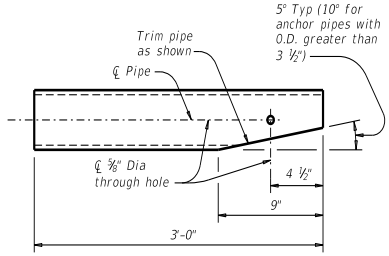
PIPE RUNNER PLAN



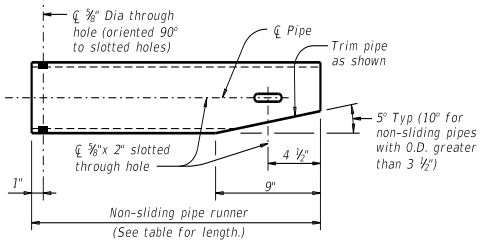
SIDE VIEW ELEVATION

NOTE: Match upper and lower brackets, except for the brackets used with non-sliding pipe runners, with the required pipe diameters as shown in the table.

UPPER AND LOWER BRACKET DETAILS



ANCHOR PIPE DETAILS



(8) Pipe size is the same as required for headwall pipe runner. Adjust the corresponding lower bracket accordingly.

NON-SLIDING PIPE RUNNER DETAILS (10)

(8) At Contractor's option, ⅞" diameter hole may be formed or cored drilled. Percussion drilling is not permitted. Adjust placement of reinforcing steel as necessary to avoid bolt holes.

(9) After installation of the pipe runner, use the ½" inspection hole to ensure that the lap of the anchor pipe with the pipe runner is adequate.

(10) Non-sliding pipe runners are used for those installations that would require pipe runner lengths of 1'-9" or less. The non-sliding pipe runner, when required, replaces the outermost pipe runner and anchor pipe. See table on Sheet 3 of 3 to determine if the non-sliding pipe runner is required.

(11) At Contractor's option, an adhesive anchor may be used. Provide adhesive anchors that are ¾" Dia ASTM A307 Grade A fully threaded rods. Embed threaded rods into curb, wingwalls, and/or toewall using a Type III, Class C, D, E, or F anchor adhesive. Minimum embedment depth is 5 ½". Anchor adhesive chosen must be able to achieve a basic bond strength in tension, Nba, of 20 kips. Submit signed and sealed calculations or the manufacturer's published literature showing the proposed anchor adhesive's ability to develop this load to the Engineer for approval prior to use.

Texas Department of Transportation

Bridge Division Standard

SAFETY END TREATMENT WITH FLARED WINGS

FOR 0 SKEW PIPE CULVERTS
TYPE I ~ CROSS DRAINAGE

SETP-FW-0

FILE:		DW: TxDOT	CK: CAT	DW: TxDOT	CK: GAF
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REVISIONS					
		DIST	COUNTY		SHEET NO.

10.15.2021
&[Date]

PACKET 7.377 November 16, 2021

Side Slope	Pipe Culvert Dia	L1	P1	No. of Spaces in L3	L3 Overall Dimension	P2	No. of Spaces in L4	L4 Overall Dimension	Headwall Pipe Runner Length	No. of Wing Pipes (13)	Longest Wingwall Pipe Runner Length	Shortest Wingwall Pipe Runner Length	Non-Sliding Pipe Length	Pipe Runner Size (14)	Total Length of Wingwall Pipe Runners (13)
3:1	33"	0' - 9"	2' - 0"	2	4' - 2 3/4"	3' - 7"	1	4' - 2 3/4"	8' - 4"	4	5' - 5 1/2"	N/A	3' - 1"	3" STD	17' - 1"
	36"	0' - 9"	2' - 0"	2	4' - 8"	3' - 7"	1	4' - 8"	9' - 1 1/2"	4	5' - 10 1/4"	N/A	3' - 1"	3" STD	17' - 10 1/2"
	42"	1' - 0"	3' - 0"	2	4' - 9 1/2"	5' - 7"	1	4' - 9 1/2"	10' - 8 1/4"	4	7' - 9 1/2"	3' - 5"	N/A	4" STD	22' - 5"
	48"	1' - 3"	2' - 0"	3	7' - 4"	3' - 7"	2	9' - 9 1/4"	13' - 0 3/4"	6	10' - 6 1/4"	6' - 0 3/4"	3' - 1"	4" STD	39' - 4"
	54"	0' - 6"	2' - 0"	3	7' - 5 1/2"	3' - 7"	2	9' - 11 1/4"	14' - 7 3/4"	6	10' - 8"	6' - 1 1/2"	3' - 1"	4" STD	39' - 9"
	60"	0' - 9"	2' - 0"	4	8' - 6 3/4"	3' - 7"	3	12' - 10 1/4"	16' - 2 3/4"	8	13' - 3 3/4"	5' - 6"	3' - 1"	4" STD	62' - 7 1/4"
	66"	1' - 0"	2' - 0"	4	9' - 8 1/4"	3' - 7"	3	14' - 6 1/4"	17' - 9 3/4"	8	14' - 10 1/4"	6' - 0"	3' - 1"	4" STD	68' - 8 3/4"
	72"	1' - 3"	3' - 0"	4	9' - 9 1/2"	5' - 7"	3	14' - 8 1/4"	19' - 4 3/4"	8	16' - 10"	3' - 5"	N/A	5" STD	81' - 0"
4:1	33"	0' - 9"	2' - 0"	3	6' - 0 3/4"	3' - 7"	2	8' - 1"	11' - 4 1/2"	6	8' - 8 3/4"	5' - 1 1/4"	3' - 0"	4" STD	33' - 8"
	36"	0' - 9"	2' - 0"	3	6' - 7 3/4"	3' - 7"	2	8' - 10 1/4"	12' - 4 3/4"	6	9' - 5"	5' - 5 1/2"	3' - 0"	4" STD	35' - 9"
	42"	1' - 0"	2' - 9"	3	7' - 3 1/2"	5' - 1"	2	9' - 8 3/4"	14' - 5 1/2"	6	11' - 6 1/4"	2' - 10 1/4"	N/A	4" STD	43' - 1 1/2"
	48"	1' - 3"	2' - 3"	4	9' - 9 1/4"	4' - 1"	3	14' - 8"	17' - 6 3/4"	8	15' - 0 1/2"	1' - 11 1/2"	N/A	4" STD	68' - 0"
	54"	0' - 6"	2' - 6"	4	9' - 11 1/4"	4' - 7"	3	14' - 10 3/4"	19' - 7 1/2"	8	15' - 8 1/4"	2' - 4 3/4"	N/A	5" STD	72' - 4"
	60"	0' - 9"	2' - 0"	5	11' - 10"	3' - 7"	4	18' - 11 1/4"	21' - 8 1/4"	10	18' - 5"	5' - 8 3/4"	3' - 0"	5" STD	102' - 7"
	66"	1' - 0"	2' - 9"	5	12' - 6"	5' - 1"	4	19' - 11 3/4"	23' - 9"	10	20' - 8 1/4"	2' - 10 1/4"	N/A	5" STD	117' - 8 1/2"
	72"	1' - 3"	2' - 0"	6	14' - 7 3/4"	3' - 7"	5	24' - 5"	25' - 9 3/4"	12	23' - 3 1/2"	5' - 10 1/4"	3' - 0"	5" STD	151' - 8 3/4"
6:1	33"	0' - 9"	2' - 0"	4	9' - 8 3/4"	3' - 7"	3	14' - 7"	17' - 7"	8	14' - 3"	5' - 8 1/2"	2' - 11 1/2"	4" STD	65' - 9 1/2"
	36"	0' - 9"	2' - 9"	4	9' - 10"	5' - 1"	3	14' - 9"	19' - 1 1/2"	8	15' - 8 3/4"	2' - 9 1/4"	N/A	5" STD	74' - 0"
	42"	1' - 0"	2' - 3"	5	12' - 3 3/4"	4' - 1"	4	19' - 8 1/2"	22' - 1 3/4"	10	19' - 2 1/4"	1' - 10 3/4"	N/A	5" STD	105' - 5"
	48"	1' - 3"	2' - 6"	6	14' - 11"	4' - 7"	5	24' - 10 1/4"	26' - 8 1/2"	12	24' - 1 3/4"	2' - 4"	N/A	5" STD	158' - 10 1/2"
	54"	0' - 6"	2' - 0"	7	16' - 4 3/4"	3' - 7"	6	28' - 1 1/4"	29' - 9"	14	26' - 1 1/2"	5' - 6 3/4"	2' - 11 1/2"	5" STD	196' - 0 1/2"
	60"	0' - 9"	3' - 0"	7	17' - 4 1/2"	5' - 7"	6	29' - 9 1/2"	32' - 9 1/2"	14	29' - 4 1/4"	3' - 2 1/2"	N/A	5" STD	227' - 11 1/4"

(12) If the outermost wing pipe runner is a non-sliding pipe runner, consider the next outermost wing pipe runner the shortest.

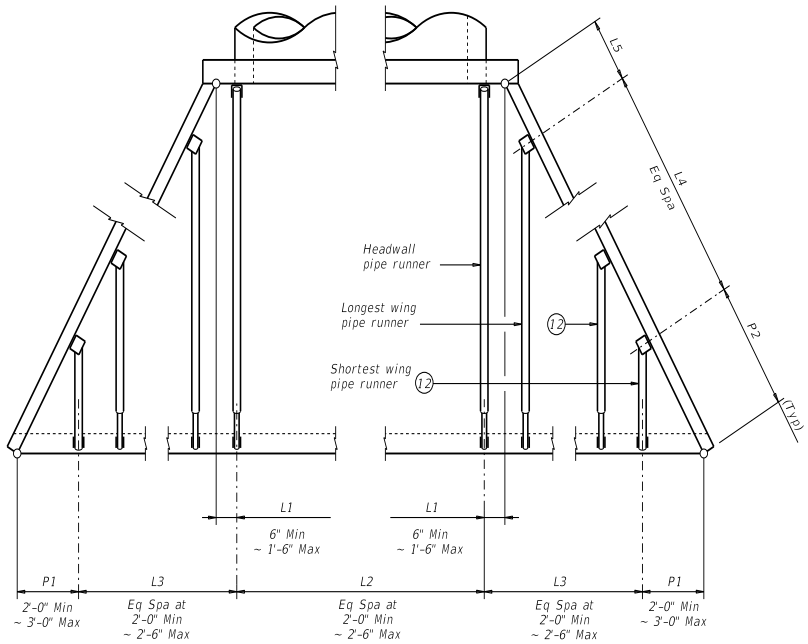
(13) Quantities shown include, if present, the non-sliding pipes.

(14) The anchor pipe size is the next smaller size than the pipe runner size.

STANDARD PIPE RUNNER AND ANCHOR PIPE SIZES (14)

Pipe Size	Pipe O.D.	Pipe I.D.
2" STD	2.375"	2.067"
3" STD	3.500"	3.068"
4" STD	4.500"	4.026"
5" STD	5.563"	5.047"

Pipe Culvert Dia	No. of Pipe Culverts	No. of L2 Spaces	L2 Overall Dimension	No. of Headwall Pipes
33"	1	1	2' - 0 1/4"	2
	2	3	6' - 8 1/4"	4
	3	5	11' - 4 1/4"	6
	4	7	16' - 0 1/4"	8
	5	9	20' - 8 1/4"	10
	6	11	25' - 4 1/4"	12
36"	1	1	2' - 3 3/4"	2
	2	3	7' - 4 3/4"	4
	3	5	12' - 5 3/4"	6
	4	7	17' - 6 3/4"	8
	5	10	22' - 7 3/4"	11
	6	12	27' - 8 3/4"	13
42"	1	1	2' - 4 3/4"	2
	2	4	8' - 2 3/4"	5
	3	6	14' - 0 3/4"	7
	4	8	19' - 10 3/4"	9
	5	11	25' - 8 3/4"	12
	6	13	31' - 6 3/4"	14
48"	1	1	2' - 5 3/4"	2
	2	4	9' - 0 3/4"	5
	3	7	15' - 7 3/4"	8
	4	9	22' - 2 3/4"	10
	5	12	28' - 9 3/4"	13
	6	15	35' - 4 3/4"	16
54"	1	2	4' - 6 3/4"	3
	2	5	12' - 0 3/4"	6
	3	8	19' - 6 3/4"	9
	4	11	27' - 0 3/4"	12
	5	14	34' - 6 3/4"	15
	6	17	42' - 0 3/4"	18
60"	1	2	4' - 7 3/4"	3
	2	6	12' - 10 3/4"	7
	3	9	21' - 1 3/4"	10
	4	12	29' - 4 3/4"	13
	5	16	37' - 7 3/4"	17
	6	19	45' - 10 3/4"	20
66"	1	2	4' - 8 3/4"	3
	2	6	13' - 5 3/4"	7
	3	9	22' - 2 3/4"	10
	4	13	30' - 11 3/4"	14
	5	16	39' - 8 3/4"	17
	6	20	48' - 5 3/4"	21
72"	1	2	4' - 9 3/4"	3
	2	6	14' - 1 3/4"	7
	3	10	23' - 5 3/4"	11
	4	14	32' - 9 3/4"	15
	5	17	42' - 1 3/4"	18
	6	21	51' - 5 3/4"	22



PIPE RUNNER LAYOUT

TOTAL PIPE LENGTHS FORMULAS:

$$\text{Total Length of All Pipe Runners} = \text{Total Length of Wingwall Pipe Runners} + (\text{No. of Headwall Pipe Runners})(\text{Headwall Pipe Runner Length})$$

$$\text{Total Length of All Anchor Pipes} = (3.000')(\text{No. of Wing Pipe Runners} + \text{No. of Headwall Pipe Runners} - \text{No. of Non-Sliding Pipe Runners})$$

SPECIAL NOTE:

Note that the tabular quantities are given for estimating purposes only. It is likely that these quantities will change due to field conditions. Therefore, verify all dimensions in the field prior to fabrication of the safety end treatment components.

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SHEET 3 OF 3

Texas Department of Transportation | Bridge Division Standard

SAFETY END TREATMENT WITH FLARED WINGS

FOR 0° SKEW PIPE CULVERTS
TYPE I ~ CROSS DRAINAGE

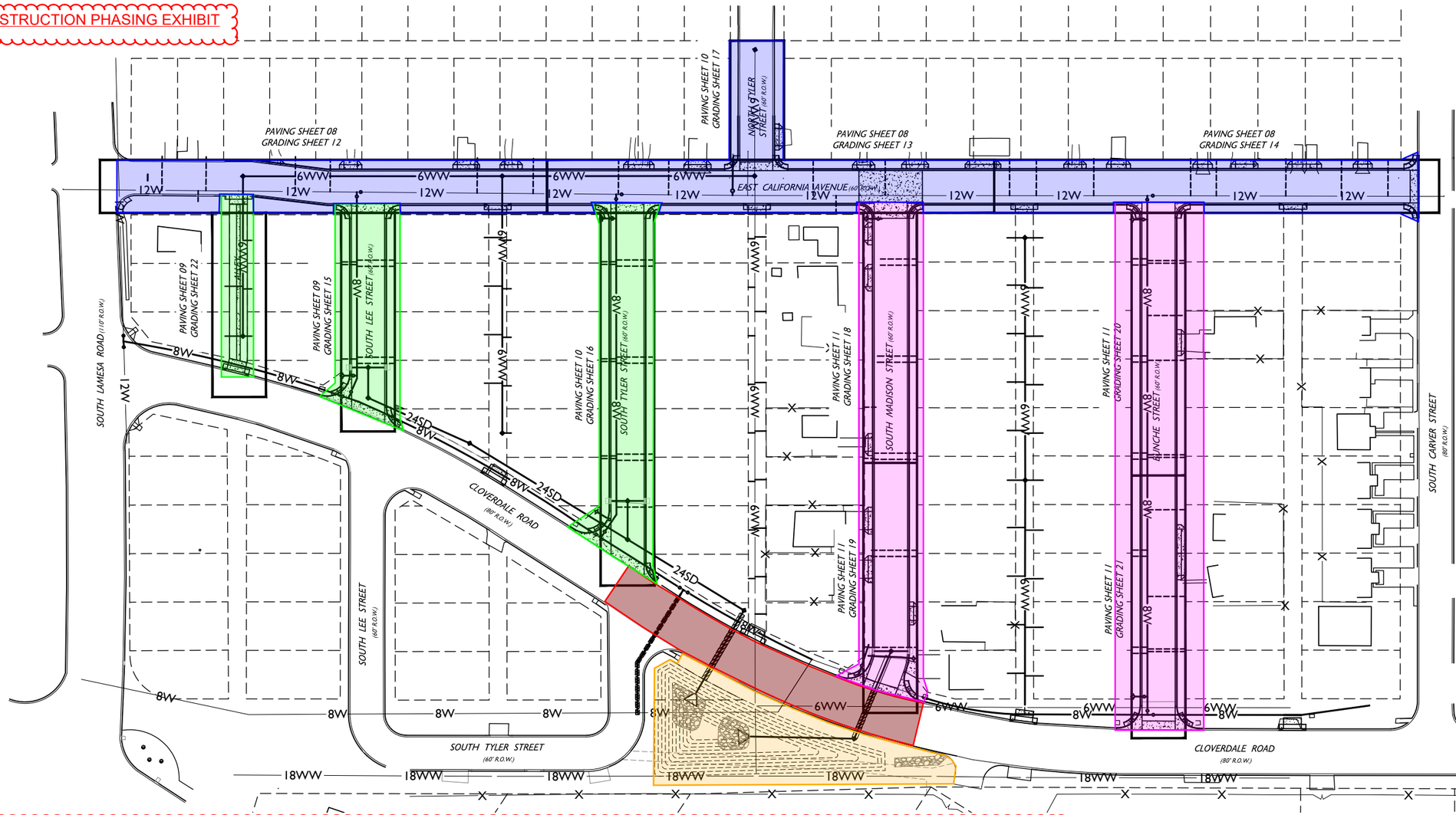
SETP-FW-0

©TxDOT	DATE:	GAF	CK: CAT	DW: TxDOT	CK: GAF
	FED.RD. DIV.NO.	STATE	DISTRICT	JOB	HIGHWAY
				COUNTY	SHEET NO.

10.15.2021

© COPYRIGHT 2018 ALL RIGHTS RESERVED F:\2020\2000069 - CITY OF MIDLAND-PARK AVENUE HEIGHTS 2\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING AND DRAINAGE CONSTRUCTION PLANS\2000069 02 MASTER LAYOUT SITE MAP.DWG

CONSTRUCTION PHASING EXHIBIT



PHASE 1 - CONSTRUCTION MUST BE COMPLETED FIRST BEFORE ANY OTHER PHASES OF CONSTRUCTION.

PHASE 2 - CONSTRUCTION MUST START AFTER PHASE 1 IS COMPLETE AND EITHER BEFORE OR SIMULTANEOUSLY WITH PHASE 3.

PHASE 3 - CONSTRUCTION MUST START AFTER PHASE 1 IS COMPLETE AND EITHER AFTER OR SIMULTANEOUSLY WITH PHASE 2.

PHASE 4 - CONSTRUCTION MUST START AFTER PHASES 1 - 3 ARE COMPLETE.

PHASE 5 - CONSTRUCTION MUST START AFTER PHASES 1 - 3 ARE COMPLETE.

0' 120' 240'

SCALE 1" = 120'

ENGINEERING APPROVED CITY OF MIDLAND &[Date] 08.17.2021

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER

04/16/2021

Know what's below. Call before you dig.

BY	APPR.	DATE
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	.	.

Δ REVISIONS

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CHECKED BY: CRT
APPROVED BY: ALM
DATE: 5/12/2020
JOB: 200069

MIDLAND Engineering Services

MASTER LAYOUT SITE MAP

PARK AVENUE HEIGHTS 2
PUBLIC IMPROVEMENTS

MIDLAND, TEXAS

02

City Council Meeting

Item Number: 8

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION APPROVING THE PURCHASE OF AN INTERNATIONAL HV607 6x4 CHASSIS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR THE GARAGE DIVISION AT A TOTAL COST OF $114,007.43 (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution authorizing the purchase of one (1) 12–14 yard dump truck from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell contract #060920-NVS for the cost of $114,007.43.

Recommended City Council Action:

Approve

Fiscal Impact:

Financing of $114,007 is available in the FY22 Garage Operating Budget.

Discussion:

Staff is recommending the purchase of one (1) 12–14 yard dump truck from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell formerly National Joint Powers Alliance (NJPA) contract #060920-NVS. We are members of the Sourcewell formerly National Joint Powers Alliance (NJPA) 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 FY2022 for one (1) 12–14-yard dump truck is $155,000.00. This truck is a replacement a unit that has gone beyond its serviceable life. Please see the attached memo from Manuel Salinas, Garage Superintendent, for more information.

Therefore, please consider a resolution authorizing the purchase of one (1) 12–14-yard dump truck from Roberts Truck Center of Texas LLC dba Summit Truck Group of Midland, Texas through Sourcewell formerly National Joint Powers Alliance (NJPA) contract #060920-NVS for a cost of $114,007.43.

Tina Gaug

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell contract # D60920-NVS

DATE: 10/26/21

Fleet services is requesting the purchase of one (1) 12–14 yard dump truck that will be a replacement for a unit that has gone beyond its serviceable life. The budgeted amount for one (1) 12–14 yard dump truck for FY 2022 is $155,000.00 The purchasing price for one (1) 12–14 yard dump truck through Sourcewell contract number D609020-NVS is $114,007.43 from Roberts Truck Center of Texas LLC dba Summit Truck Group. Fleet services accepts this bid proposal.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF AN INTERNATIONAL HV607 6x4 CHASSIS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR THE GARAGE DIVISION AT A TOTAL COST OF $114,007.43

WHEREAS, the Sourcewell 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, Roberts Truck Center of Texas LLC dba Summit Truck Group, has submitted a total proposed cost to the City of $114,007.43 for the purchase of an International HV607 6x4 chassis through Sourcewell, 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 Roberts Truck Center of Texas LLC for said International HV607 6x4 chassis to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase an International HV607 6x4 chassis from Roberts Truck Center of Texas LLC through Sourcewell;

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 an International HV607 6x4 chassis from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell at a total cost of $114,007.43.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Roberts Truck Center of Texas LLC dba Summit Truck Group for said International HV607 6x4 chassis from funds available in the Garage Fund upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

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

Sourcewell
Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center - Mid
Contact:	Manuel Salinas	Clay Barclay
Address:	P. O. Box 1152	10101 W. I-20
City/State/Zip:	Midland, Tx 79702	Midland, Tx 79706
Phone:	432-685-7234	432-697-2241
Email:	msalinas@Midlandtexas.gov	clay.barclay@robertstruck.com

Proposal Number	4649-1
Date	9/30/2021
Quantity of this Specification	7
Single Sourcewell Transaction Total Volume	7

Chassis			
New 2023 International HV607 6x4 Chassis			$ 147,116.00
Base Chassis List	$ 99,898.00		
Options List	$ 47,218.00		
Sourcewell Contract Discount		36.4%	$ (53,550.22)
Volume Incentive			$ (1,500.00)
Net Sourcewell Chassis Price			$ 92,065.78
Sourcewell Partner Body			
			$ -
			$ -
			$ -
Non-Sourcewell Dealer Supplied Body			
Wildhorse Industries of Texas			$ 19,634.00
			$ -
Handling Fee		5.00%	$ 981.70
Additional Post Build Work			
Spare wheel and tire, 5 keys			$ 1,500.00
Fuel			$ 75.00
VIT			$ 132.65
			$ -
			$ -
			$ -
Handling Fee			$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Delivery from Wildhorse			$ 600.00
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
			$ -
			$ -
			$ -
Final Sourcewell Customer Price FOB			$ 114,989.13

Additional Sourcewell Qualified Content	
Customer Parts Credit	$400
Silver Package Award	$1,200

Terms: 1 Dump Truck Unit - $114,989.13

Wildhorse Industries of Texas
140 Timberline Dr.
Whitney, Texas 76692
(254) 694-3923 Fax: (254) 694-5623

Estimate

DATE	ESTIMATE #
9/27/2021	12619

BILL TO	SHIP TO
Roberts Truck Center-Midland Clay Barkley 432-556-0915 clay.barclay@robertstruck.com Clay Nelson 806-786-9176 clay.nelson@robertstruck.com	4000 RDS

DUE DATE	P.O. NUMBER
10/7/2021	

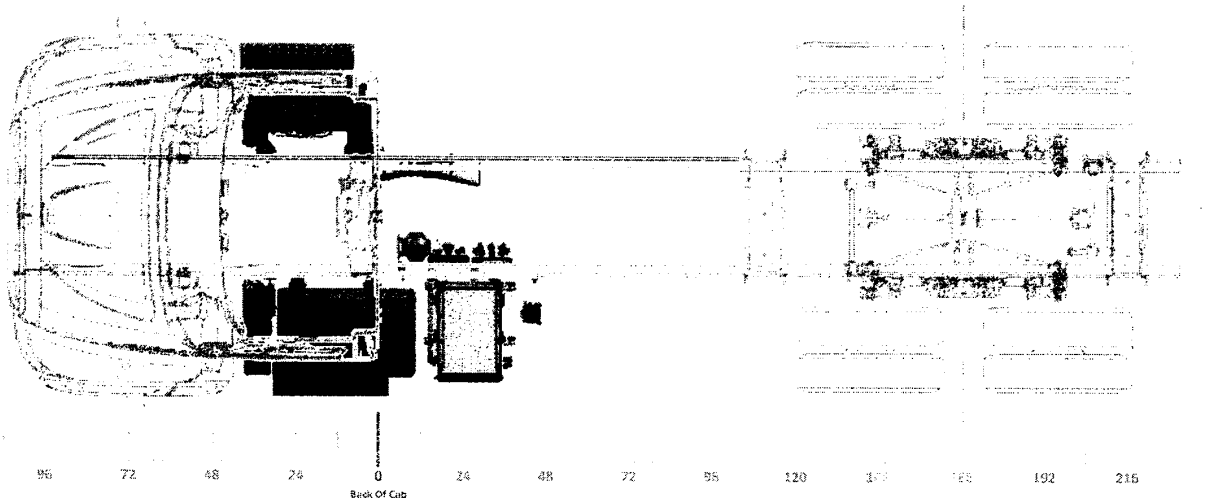
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
14' ST-MD Bed	14' Standard Medium Duty Bed-Black, 10 guge sides 3/16" floors	1	6,475.00	6,475.00T
Steel Med Duty Price Surcharge	Steel Price Surcharge 56%		56.00	3,626.00T
Bed ST Instl (Major)	Complete Wet Kit Less Air Shift PTO(Air Operated) For Dump Body, Dump Body Installation, and Paint (Standard Colors), Tower Controls. Price does not include removing Fifth Wheel Hitches, Sleepers, moving Air Tanks, special PTO Flanges, Adapters, or moving Exhaust Stacks that may be necessary and unforseen at time of phone quote.	1	2,650.00	2,650.00T
Hot Shift PTO	Hot Shift PTO	1	2,150.00	2,150.00T
Cable Shut-off for Pump	Cable Shut-off for Pump	1	125.00	125.00T
3-Line Hydraulic System	3-Line Hydraulic System-Includes 2 Ball Valves on Hydraulic Tank plus extra line to help prevent burning out the Hydraulic Pump when in hold.	1	275.00	275.00T
Spread Apron-Long	Spread Apron-Long	1	225.00	225.00T
Sideboards-Iron	Sideboards-Iron ($22.00/ft.) (6" or 8" Channel-Iron) or Tubing	28	22.00	616.00T
Tarp Sys (XEL) 1	Tarp System (US Tarp Steel) Electric System Installed on New Body	1	1,495.00	1,495.00T
LED Light Kit	LED Light Kit (Includes 4 Stop and Tail Lights, 7 DOT Marker Lamps, plus Back-up Lamps, all recessed in rubber mounts.)	1	395.00	395.00T
Hydraulic Cylinder (86"-136")	Hydraulic Cylinder (86"-136")	1	1,450.00	1,450.00T
Hydraulic Fluid	Hydraulic Fluid $9.50 per/gal	16	9.50	152.00T

Subtotal	19,634.00
0% Tax	0.00
Total	19,634.00
Balance Due	19,634.00

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLV	HORIZ-HORIZ UC
Fuel Tank:	15SGG/15SMD	70 GAL 19" DEEP D
Battery Box:	08VUL/08VUM	18" STEEL/ALUMINUM
Air Tanks:	04VKJ	12" PERPENDICULAR
DEF Tank:	15WDG	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 41" BOC (15LLZ)

Minimum Wheelbase
6x4 54" HMX ≥ 171" (179" W/FUEL FILTER) – SBA ≥ 179" (187" W/FUEL FILTER) – SFA
6x4 55" HAS ≥ 167" (173" W/FUEL FILTER) – SBA ≥ 175" (181" W/FUEL FILTER) – SFA
4x2 VARI-RATE ≥ 148" (154" W/FUEL FILTER) – SBA ≥ 156" (161" W/FUEL FILTER) – SFA



NAVISTAR HV

LAST REVISION: 3/5/2021

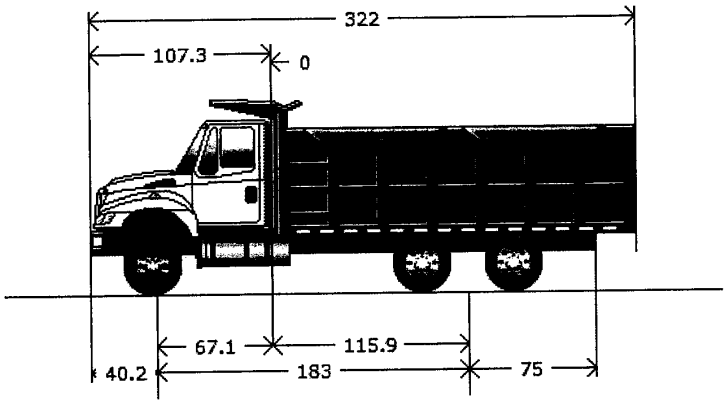
INTERNATIONAL®

September 30, 2021

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Dump-HV 09/21

Presented By:
ROBERTS TRUCK CENTER - MIDLAND
Clay Barclay
10101 W. I-20
Midland TX 79706
(432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.23% / 1.92% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 183.00, CA: 115.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(3) 385/65R22.5 Load Range J G296 MSA (GOODYEAR), 488 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description
Base Chassis, Model HV607 SBA with 183.00 Wheelbase, 115.90 CA, and 75.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 6x4

Notes
: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty

WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes
: BRAKE LINES Color and Size Coded Nylon
: DRAIN VALVE Twist-Type
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
: PARKING BRAKE VALVE For Truck
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-9} with Heater

BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle

BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity

PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting and Telescoping

Description
STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
: WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

HORN, ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab

JUMP START STUD Remote Mounted

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

Description
LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes
: PAINT SCHEMATIC ID LETTERS "WL"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

CUSTOMER IDENTITY for Sourcewell

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes
: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes
: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

Includes
: DEAERATION SYSTEM with Surge Tank
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
: RADIATOR HOSES Premium, Rubber

AIR CLEANER Dual Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

Description
AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, TANDEM {Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29

SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

HEATER HOSES Silicone

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Includes
: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes
: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"

CAB INTERIOR TRIM Classic, for Day Cab

Description

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

ARM REST, RIGHT, DRIVER SEAT

HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only

WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"

WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

TIRE, SPARE Equal to Model Standard

(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position

(3) TIRE, FRONT 385/65R22.5 Load Range J G296 MSA (GOODYEAR), 488 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Wildhorse - 14" Dump body

5 sets of keys, 1 rear spare wheel/tire.

DOES NOT INCLUDE FRONT MOUNTED PUMP EXTENSION.

LIMITED WARRANTY FOR HV MODELS

HV507 & HV607

***Effective with vehicles built July 01, 2017 or later**

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

BASIC VEHICLE COVERAGE	Months	Miles/Km (000)
Basic Vehicle Warranty (See exceptions listed below)	12	Unlimited
Towing (First 90 days see below) (Vehicle Down Situations Only) (See exceptions listed below)	3	Unlimited
Note: Items not listed in warranty exceptions follow base warranty.		
WARRANTY EXCEPTIONS		
CHASSIS COVERAGE	**Months**	**Miles/Km (000)**
Frame side rails	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
DRIVETRAIN COVERAGE	**Months**	**Miles/Km (000)**
Spicer axles, Propeller shaft, Eaton clutch, TTC Transmission	24	Unlimited
Eaton/Fuller Transmission	24	Unlimited
Meritor Axles	24	Unlimited
MISCELLANEOUS COVERAGE	**Months**	**Miles/Km (000)**
Batteries	12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited
FIRST 90 DAYS FROM DELIVERY TO USER (DTU)		
Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless specific coverage is stated above). Adjustments and Maintenance (such as aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels).		

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

Components/Items

- Components warranted by their respective manufacturers (such as, non-International® brand engines, tires, Allison Transmissions, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments.

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension.

Other

- Vehicles sold and/or operated outside the United States and Canada
  - This exception does not apply to vehicles that meet current USA EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the U.S D.O.T to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Revised 4/1/2019

Telematics Data Disclosure

Your new Navistar vehicle is automatically equipped with Telematics. Navistar, Inc. or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving uptime for your vehicle, improving our vehicles in the future and reducing warranty events. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Your use and access to any related data subscription service from Navistar, Inc. or its affiliates, such as OnCommandConnection, are subject to additional Terms of Service. You will receive additional information follow purchase regarding any such subscriptions as well as your ability to opt-out of data collection.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature		Date	
Owner's Address	City	State/Prov	Postal Code
Truck Model	Vehicle Identification Number		
Engine Number	Engine Serial Number		
Date Delivered to User (DTU)	Odometer Reading at Delivery		

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

Sourcewell
Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center - Mid
Contact:	Manuel Salinas	Clay Barclay
Address:	P. O. Box 1152	10101 W. I-20
City/State/Zip:	Midland, Tx 79702	Midland, Tx 79706
Phone:	432-685-7234	432-697-2241
Email:	msalinas@Midlandtexas.gov	clay.barclay@robertstruck.com

Proposal Number	4649-1
Date	9/30/2021
Quantity of this Specification	7
Single Sourcewell Transaction Total Volume	7

Chassis			
New 2023 International HV607 6x4 Chassis			$ 147,116.00
Base Chassis List	$ 99,898.00		
Options List	$ 47,218.00		
Sourcewell Contract Discount		36.4%	$ (53,550.22)
Volume Incentive			$ (1,500.00)
Net Sourcewell Chassis Price			$ 92,065.78
Sourcewell Partner Body			
			$ -
			$ -
			$ -
Non-Sourcewell Dealer Supplied Body			
Wildhorse Industries of Texas			$ 19,634.00
			$ -
Handling Fee		5.00%	$ 981.70
Additional Post Build Work			
Spare wheel and tire, 5 keys			$ 1,500.00
Fuel			$ 75.00
VIT			$ 132.65
			$ -
			$ -
			$ -
Handling Fee			$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Delivery from Wildhorse			$ 600.00
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
			$ -
			$ -
			$ -
Final Sourcewell Customer Price FOB			$ 114,989.13

Additional Sourcewell Qualified Content	
Customer Parts Credit	$400
Silver Package Award	$1,200

Terms: 1 Dump Truck Unit - $114,989.13

Wildhorse Industries of Texas
140 Timberline Dr.
Whitney, Texas 76692
(254) 694-3923 Fax: (254) 694-5623

Estimate

DATE	ESTIMATE #
9/27/2021	12619

BILL TO	SHIP TO
Roberts Truck Center-Midland Clay Barkley 432-556-0915 clay.barclay@robertstruck.com Clay Nelson 806-786-9176 clay.nelson@robertstruck.com	4000 RDS

DUE DATE	P.O. NUMBER
10/7/2021	

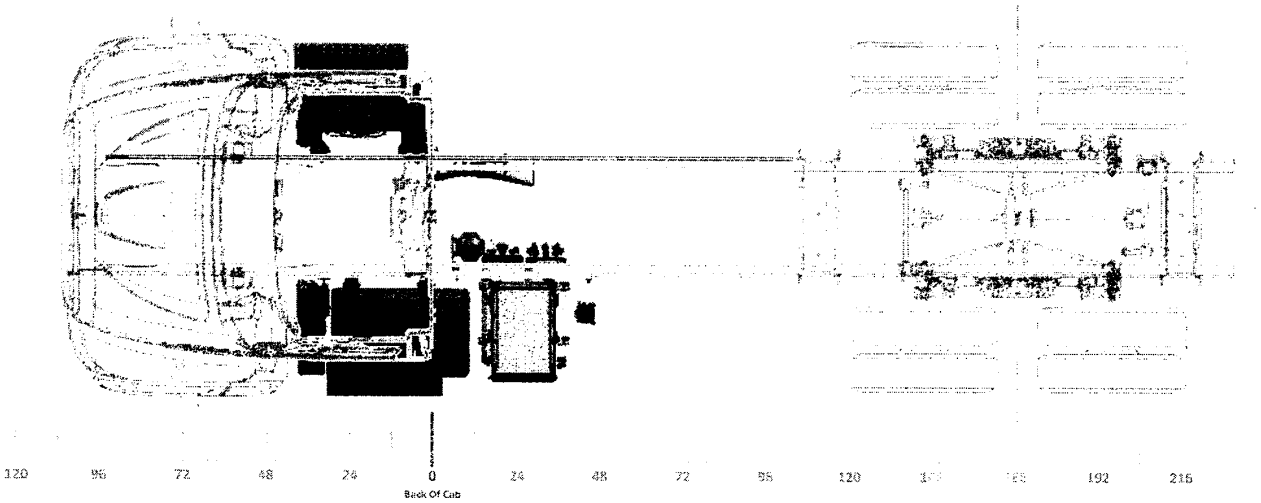
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
14' ST-MD Bed	14' Standard Medium Duty Bed-Black, 10 guge sides 3/16" floors	1	6,475.00	6,475.00T
Steel Med Duty Price Surcharge	Steel Price Surcharge 56%		56.00	3,626.00T
Bed ST Instl (Major)	Complete Wet Kit Less Air Shift PTO(Air Operated) For Dump Body, Dump Body Installation, and Paint (Standard Colors), Tower Controls. Price does not include removing Fifth Wheel Hitches, Sleepers, moving Air Tanks, special PTO Flanges, Adapters, or moving Exhaust Stacks that may be necessary and unforseen at time of phone quote.	1	2,650.00	2,650.00T
Hot Shift PTO	Hot Shift PTO	1	2,150.00	2,150.00T
Cable Shut-off for Pump	Cable Shut-off for Pump	1	125.00	125.00T
3-Line Hydraulic System	3-Line Hydraulic System-Includes 2 Ball Valves on Hydraulic Tank plus extra line to help prevent burning out the Hydraulic Pump when in hold.	1	275.00	275.00T
Spread Apron-Long	Spread Apron-Long	1	225.00	225.00T
Sideboards-Iron	Sideboards-Iron ($22.00/ft.) (6" or 8" Channel-Iron) or Tubing	28	22.00	616.00T
Tarp Sys (XEL) 1	Tarp System (US Tarp Steel) Electric System Installed on New Body	1	1,495.00	1,495.00T
LED Light Kit	LED Light Kit (Includes 4 Stop and Tail Lights, 7 DOT Marker Lamps, plus Back-up Lamps, all recessed in rubber mounts.)	1	395.00	395.00T
Hydraulic Cylinder (86"-136")	Hydraulic Cylinder (86"-136")	1	1,450.00	1,450.00T
Hydraulic Fluid	Hydraulic Fluid $9.50 per/gal	16	9.50	152.00T

Subtotal	19,634.00
0% Tax	0.00
Total	19,634.00
Balance Due	19,634.00

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLV	HORIZ-HORIZ UC
Fuel Tank:	15SGG/15SMD	70 GAL 19" DEEP D
Battery Box:	08VUL/08VUM	18" STEEL/ALUMINUM
Air Tanks:	04VKJ	12" PERPENDICULAR
DEF Tank:	15WDG	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 41" BOC (15LLZ)

Minimum Wheelbase
6x4 54" HMX ≥ 171" (179" W/FUEL FILTER) – SBA ≥ 179" (187" W/FUEL FILTER) – SFA
6x4 55" HAS ≥ 167" (173" W/FUEL FILTER) – SBA ≥ 175" (181" W/FUEL FILTER) – SFA
4x2 VARI-RATE ≥ 148" (154" W/FUEL FILTER) – SBA ≥ 156" (161" W/FUEL FILTER) – SFA



NAVISTAR HV INTERNATIONAL LAST REVISION: 3/5/2021

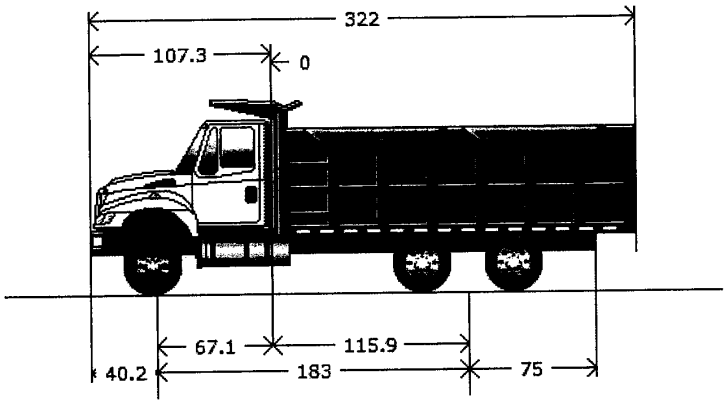
INTERNATIONAL®

September 30, 2021

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Dump-HV 09/21

Presented By:
ROBERTS TRUCK CENTER - MIDLAND
Clay Barclay
10101 W. I-20
Midland TX 79706
(432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.23% / 1.92% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 183.00, CA: 115.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(3) 385/65R22.5 Load Range J G296 MSA (GOODYEAR), 488 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description
Base Chassis, Model HV607 SBA with 183.00 Wheelbase, 115.90 CA, and 75.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 6x4

Notes
: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty

WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes
: BRAKE LINES Color and Size Coded Nylon
: DRAIN VALVE Twist-Type
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
: PARKING BRAKE VALVE For Truck
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-9} with Heater

BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle

BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity

PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting and Telescoping

Description
STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
: WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

HORN, ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab

JUMP START STUD Remote Mounted

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

Description
LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes
: PAINT SCHEMATIC ID LETTERS "WL"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

CUSTOMER IDENTITY for Sourcewell

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes
: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes
: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

Includes
: DEAERATION SYSTEM with Surge Tank
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
: RADIATOR HOSES Premium, Rubber

AIR CLEANER Dual Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

Description
AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, TANDEM {Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29

SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

HEATER HOSES Silicone

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Includes
: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes
: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"

CAB INTERIOR TRIM Classic, for Day Cab

Description

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

ARM REST, RIGHT, DRIVER SEAT

HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only

WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"

WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

TIRE, SPARE Equal to Model Standard

(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position

(3) TIRE, FRONT 385/65R22.5 Load Range J G296 MSA (GOODYEAR), 488 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Wildhorse - 14" Dump body

5 sets of keys, 1 rear spare wheel/tire.

DOES NOT INCLUDE FRONT MOUNTED PUMP EXTENSION.

LIMITED WARRANTY FOR HV MODELS

HV507 & HV607

***Effective with vehicles built July 01, 2017 or later**

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

BASIC VEHICLE COVERAGE	Months	Miles/Km (000)
Basic Vehicle Warranty (See exceptions listed below)	12	Unlimited
Towing (First 90 days see below) (Vehicle Down Situations Only) (See exceptions listed below)	3	Unlimited
Note: Items not listed in warranty exceptions follow base warranty.		
WARRANTY EXCEPTIONS		
CHASSIS COVERAGE	**Months**	**Miles/Km (000)**
Frame side rails	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
DRIVETRAIN COVERAGE	**Months**	**Miles/Km (000)**
Spicer axles, Propeller shaft, Eaton clutch, TTC Transmission	24	Unlimited
Eaton/Fuller Transmission	24	Unlimited
Meritor Axles	24	Unlimited
MISCELLANEOUS COVERAGE	**Months**	**Miles/Km (000)**
Batteries	12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited
FIRST 90 DAYS FROM DELIVERY TO USER (DTU)		
Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless specific coverage is stated above). Adjustments and Maintenance (such as aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels).		

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

Components/Items

- Components warranted by their respective manufacturers (such as, non-International® brand engines, tires, Allison Transmissions, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments.

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension.

Other

- Vehicles sold and/or operated outside the United States and Canada
  - This exception does not apply to vehicles that meet current USA EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the U.S D.O.T to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Revised 4/1/2019

Telematics Data Disclosure

Your new Navistar vehicle is automatically equipped with Telematics. Navistar, Inc. or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving uptime for your vehicle, improving our vehicles in the future and reducing warranty events. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Your use and access to any related data subscription service from Navistar, Inc. or its affiliates, such as OnCommandConnection, are subject to additional Terms of Service. You will receive additional information follow purchase regarding any such subscriptions as well as your ability to opt-out of data collection.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature		Date	
Owner's Address	City	State/Prov	Postal Code
Truck Model	Vehicle Identification Number		
Engine Number	Engine Serial Number		
Date Delivered to User (DTU)	Odometer Reading at Delivery		

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

City Council Meeting

Item Number: 9

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE GARFIELD STREET UTILITY BOND PROJECT-BREAK OUT SET 01 TO CD KING CONSTRUCTION, LLC, DBA JD KING, IN THE AMOUNT OF $1,509,689.40; APPROVING $150,968.94 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS (DISTRICT 3) (GENERAL SERVICES)

Purpose:

Resolution authorizing the execution of a contract for the Garfield Street Utility Bond Project-Break Out Set 01.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the GO Bond Fund 179 and will be appropriated to the Garfield Street Utilities Project.

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 Garfield Street Utility Bond Project-Break Out Set 01. The bid request was sent to fifty-seven (57) companies. We received three (3) bids. Staff recommends awarding a contract to CD King Construction, LLC dba JD King Corporation for the amount of $1,509,689.40. Please see the attached memo from Jose Ortiz, Engineering Services Director, for more information.

Therefore, please consider a resolution awarding a contract for the Garfield Street Utility Bond

Project-Break Out Set 01 to CD King Construction, LLC dba JD King Corporation of Seminole, Texas for the amount of $1,509,689.40. Staff is also requesting an additional $150,968.94 in contingences plus $50,000.00 for project related costs for a total cost of $1,710,658.34.

Tina Gauz

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz; City of Midland, Engineering Service Director

SUBJECT: Garfield Street Utility Bond Project – Break Out Set 01 ♦ Engr. Project No. BPU18-02 ♦ Bid Tabulation ♦ Funding #_____

DATE: November 16, 2021

Erika,

Engineer staff has reviewed the bid tabulation for the Garfield Street Utility Bond Project – Break Out Set 01 project, a utility bond project. CD King Construction, LLC dba JD King of Seminole, Texas, is the apparent successful low bidder. Staff recommends awarding the Garfield Street Utility Bond Project – Break Out Set 01 project to CD King Construction, LLC dba JD King.

CD King Construction, LLC dba JD King has an established history with other cities and developers of performing work of similar scale and scope to the Garfield Street Utility Bond Project – Break Out Set 01 project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$1,509,689.40** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$150,968.94** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made available for the project would be **$1,710,658.34**.

The agreement specifies a construction period beginning within 15 calendar days of a written notice to proceed for construction.

Jose E. Ortiz
Engineer Services Director

Cc: Gabe McClelland
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE GARFIELD STREET UTILITY BOND PROJECT-BREAK OUT SET 01 TO CD KING CONSTRUCTION, LLC, DBA JD KING, IN THE AMOUNT OF $1,509,689.40; APPROVING $150,968.94 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS

WHEREAS, the City Manager approved specifications and authorized the advertisement for bids for the Garfield Street Utility Bond Project-Break Out Set 01; and

WHEREAS, Bid No. PB18-02 was opened on October 20, 2021, with the most advantageous bid being submitted by CD King Construction, LLC, dba JD King as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by CD King Construction, LLC, dba JD King to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to CD King Construction, LLC, dba JD King, for the Garfield Street Utility Bond Project-Break Out Set 01; and

WHEREAS, the City Council finds it to be in the public interest to approve $150,968.94 for contingencies; and

WHEREAS, the City Council finds it to be in the public interest to approve $50,000.00 for project related costs incurred by the City to facilitate the contract;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with CD King Construction, LLC, dba JD King for the Garfield Street Utility Bond Project-Break Out Set 01 in the amount of $1,509,689.94. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the sum of $150,968.94 for contingencies is hereby approved for said agreement.

SECTION THREE. That the sum of $50,000.00 for project costs incurred by the City to facilitate the contract is hereby approved for said agreement.

SECTION FOUR. That funds are available in the GO Bond Fund 179 and will be appropriated to the Garfield Street Utilities Project.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay CD King Construction, LLC, dba JD King pursuant to the terms of said contract from funds available in the Garfield Street Utilities Project for said purpose 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 ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

BPU18-02 - City of Midland: Garfield Street Utility Bond Project - Break Out Set 01

City of Midland - Engineering Services; October 20, 2021

BID TAB					Boler Equipment Service, Inc.			CD King Construction, LLC			TEC Excavation, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	6	MO	$ 15,275.00	$ 91,650.00	$ 91,650.00	$ 11,568.51	$ 69,411.08	$ 69,411.06	$ 10,000.00	$ 60,000.00	$ 60,000.00
2	M2	Erosion/Sediment Control	6	MO	$ 2,975.00	$ 17,850.00	$ 17,850.00	$ 2,982.09	$ 17,892.54	$ 17,892.54	$ 700.00	$ 4,200.00	$ 4,200.00
3	M3	Traffic Control	6	MO	$ 8,850.00	$ 53,100.00	$ 53,100.00	$ 3,907.51	$ 23,445.06	$ 23,445.06	$ 6,000.00	$ 36,000.00	$ 36,000.00
4	M4	Job Site Safety	6	MO	$ 3,625.00	$ 21,750.00	$ 21,750.00	$ 2,552.14	$ 15,312.84	$ 15,312.84	$ 5,000.00	$ 3,000.00	$ 30,000.00
5	M5	Material Mark-up	N/A	%	20%	N/A	N/A	15%	N/A	N/A	15%	N/A	N/A
6	M6	Labor Mark-up (Regular Work Hours)	N/A	%	20%	N/A	N/A	15%	N/A	N/A	15%	N/A	N/A
7	M7	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%	20%	N/A	N/A	15%	N/A	N/A	15%	N/A	N/A
1	D1	Removal & Disposal of Existing Water Main	710	LF	$ 12.00	$ 8,520.00	$ 8,520.00	$ 11.83	$ 8,399.30	$ 8,399.30	$ 9.00	$ 6,390.00	$ 6,390.00
2	D1	Removal & Disposal of Existing Wastewater Main	1140	LF	$ 15.00	$ 17,100.00	$ 17,100.00	$ 12.94	$ 14,751.60	$ 14,751.60	$ 15.00	$ 17,100.00	$ 17,100.00
3	D1	Removal & Disposal of Existing Storm Drain	390	LF	$ 25.00	$ 9,750.00	$ 9,750.00	$ 13.42	$ 5,233.80	$ 5,233.80	$ 25.00	$ 9,750.00	$ 9,750.00
4	D2	Flowable Fill for Existing Pipes Abandoned In Place	21	CY	$ 110.00	$ 2,310.00	$ 2,310.00	$ 210.68	$ 4,424.28	$ 4,424.28	$ 895.00	$ 18,795.00	$ 18,795.00
5	D3	Removal & Disposal of Existing Fire Hydrant Assembly	2	EA	$ 925.00	$ 1,850.00	$ 1,850.00	$ 1,134.80	$ 2,269.60	$ 2,269.60	$ 1,000.00	$ 2,000.00	$ 2,000.00
6	D4	Removal & Disposal of Existing Manhole (0'-5' Deep)	4	EA	$ 1,075.00	$ 4,300.00	$ 4,300.00	$ 1,404.53	$ 5,618.12	$ 5,618.12	$ 1,500.00	$ 6,000.00	$ 6,000.00
7	D5	Removal & Disposal of Existing Manhole Additional Depth (> 5' Deep)	32	VF	$ 175.00	$ 5,600.00	$ 5,600.00	$ 153.81	$ 4,921.92	$ 4,921.92	$ 100.00	$ 3,200.00	$ 3,200.00
8	D6	Removal & Disposal of Existing Unclassified Pavement	2580	SY	$ 12.00	$ 30,960.00	$ 30,960.00	$ 6.32	$ 16,305.60	$ 16,305.60	$ 8.00	$ 20,640.00	$ 20,640.00
9	D7	Removal & Disposal of Existing Concrete Curb & Gutter	65	LF	$ 30.00	$ 1,950.00	$ 1,950.00	$ 5.69	$ 369.85	$ 369.85	$ 10.00	$ 650.00	$ 650.00
10	D8	Removal & Disposal of Existing Concrete Sidewalk & Ramps	25	SY	$ 30.00	$ 750.00	$ 750.00	$ 28.94	$ 723.50	$ 723.50	$ 20.00	$ 500.00	$ 500.00
11	D9	Removal & Disposal of Existing Concrete Structure	1	EA	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 1,447.18	$ 1,447.18	$ 1,447.18	$ 1,800.00	$ 1,800.00	$ 1,800.00
12	D10	Additional Trenching for Pipe Removal	320	LF	$ 35.00	$ 11,200.00	$ 11,200.00	$ 17.02	$ 5,446.40	$ 5,446.40	$ 15.00	$ 4,800.00	$ 4,800.00
1	W1	12" AWWA C-900 DR18, PVC, Water Main	1360	LF	$ 109.00	$ 148,240.00	$ 148,240.00	$ 84.64	$ 115,110.40	$ 115,110.40	$ 122.00	$ 165,920.00	$ 165,920.00
2	W1	6" AWWA C-900 DR18, PVC, Water Main	280	LF	$ 78.00	$ 21,840.00	$ 21,840.00	$ 74.47	$ 20,851.60	$ 20,851.60	$ 100.00	$ 28,000.00	$ 28,000.00
3	W2	12" Gate Valve & Box (MJxMJ/FL)	5	EA	$ 3,825.00	$ 19,125.00	$ 19,125.00	$ 4,891.97	$ 24,459.85	$ 24,459.85	$ 3,600.00	$ 18,000.00	$ 18,000.00
4	W2	6" Gate Valve & Box (MJxMJ/FL)	8	EA	$ 2,150.00	$ 17,200.00	$ 17,200.00	$ 1,932.78	$ 15,462.24	$ 15,462.24	$ 1,500.00	$ 12,000.00	$ 12,000.00
5	W3	Fire Hydrant Assembly	6	EA	$ 4,195.00	$ 25,170.00	$ 25,170.00	$ 4,533.27	$ 27,199.62	$ 27,199.62	$ 5,200.00	$ 31,200.00	$ 31,200.00
6	W4	Ductile Iron Fittings	1.2	TON	$ 18,650.00	$ 22,380.00	$ 22,380.00	$ 16,658.33	$ 19,990.00	$ 19,990.00	$ 22,000.00	$ 27,000.00	$ 26,400.00
7	W5	Connect to Existing Water Main	3	EA	$ 1,500.00	$ 4,500.00	$ 4,500.00	$ 3,655.75	$ 10,967.25	$ 10,967.25	$ 3,000.00	$ 9,000.00	$ 9,000.00
8	W6	12"x1" Tapping Saddle	5	EA	$ 375.00	$ 1,875.00	$ 1,875.00	$ 636.89	$ 3,184.45	$ 3,184.45	$ 490.00	$ 2,450.00	$ 2,450.00
9	W7	1" Water Service Connection	5	EA	$ 1,325.00	$ 6,625.00	$ 6,625.00	$ 1,114.99	$ 5,574.95	$ 5,574.95	$ 1,200.00	$ 6,000.00	$ 6,000.00
10	W8	1" Water Service Lateral	80	LF	$ 25.00	$ 2,000.00	$ 2,000.00	$ 30.24	$ 2,419.20	$ 2,419.20	$ 10.00	$ 800.00	$ 800.00
11	W9	Water Meter Installation (New Service Lateral)	5	EA	$ 395.00	$ 1,975.00	$ 1,975.00	$ 270.07	$ 1,350.35	$ 1,350.35	$ 250.00	$ 1,250.00	$ 1,250.00
12	W10	Open Trenching of Water Main	1640	LF	$ 30.00	$ 49,200.00	$ 49,200.00	$ 11.08	$ 18,171.20	$ 18,171.20	$ 10.00	$ 16,400.00	$ 16,400.00
1	WW1	12" SDR 26 ASTM D3034, PVC, Wastewater Main	1060	LF	$ 94.00	$ 99,640.00	$ 99,640.00	$ 86.07	$ 91,234.20	$ 91,234.20	$ 120.00	$ 127,200.00	$ 127,200.00
2	WW1	8" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main	100	LF	$ 78.00	$ 7,800.00	$ 7,800.00	$ 43.36	$ 4,336.00	$ 4,336.00	$ 92.00	$ 9,200.00	$ 9,200.00
3	WW1	6" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main	80	LF	$ 70.00	$ 5,600.00	$ 5,600.00	$ 36.56	$ 2,924.80	$ 2,924.80	$ 85.00	$ 6,800.00	$ 6,800.00
4	WW2	72" Fiberglass Manhole & Cover (0'-5' Deep)	1	EA	$ 6,975.00	$ 6,975.00	$ 6,975.00	$ 7,362.18	$ 7,362.18	$ 7,362.18	$ 9,000.00	$ 9,000.00	$ 9,000.00
5	WW3	72" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	11	VF	$ 515.00	$ 5,665.00	$ 5,665.00	$ 766.41	$ 8,430.51	$ 8,430.51	$ 650.00	$ 7,150.00	$ 7,150.00
6	WW2	48" Fiberglass Manhole & Cover (0'-5' Deep)	4	EA	$ 5,075.00	$ 20,300.00	$ 20,300.00	$ 3,336.35	$ 13,345.40	$ 13,345.40	$ 4,800.00	$ 19,200.00	$ 19,200.00
7	WW3	48" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	32.5	VF	$ 395.00	$ 12,837.50	$ 12,837.50	$ 413.65	$ 13,443.63	$ 13,443.63	$ 420.00	$ 13,650.00	$ 13,650.00
8	WW4	Connect To Existing Manhole	2	EA	$ 2,125.00	$ 4,250.00	$ 4,250.00	$ 2,123.48	$ 4,246.96	$ 4,246.96	$ 1,650.00	$ 3,300.00	$ 3,300.00
9	WW5	Connect to Existing Wastewater Main	3	EA	$ 1,750.00	$ 5,250.00	$ 5,250.00	$ 1,603.62	$ 4,810.86	$ 4,810.86	$ 1,700.00	$ 5,100.00	$ 5,100.00
10	WW6	Open Trenching of Wastewater Main	1240	LF	$ 45.00	$ 55,800.00	$ 55,800.00	$ 24.56	$ 30,454.40	$ 30,454.40	$ 11.00	$ 13,640.00	$ 13,640.00
1	SD1	6'x4' Reinforced Concrete Box Culvert, Storm Drain	190	LF	$ 625.00	$ 118,750.00	$ 118,750.00	$ 983.28	$ 186,823.20	$ 186,823.20	$ 620.00	$ 117,800.00	$ 117,800.00
2	SD1	3'x3' Reinforced Concrete Box Culvert, Storm Drain	600	LF	$ 414.00	$ 248,400.00	$ 248,400.00	$ 259.70	$ 155,820.00	$ 155,820.00	$ 355.00	$ 213,000.00	$ 213,000.00
3	SD2	24" Reinforced Concrete Pipe (RCP), Storm Drain	60	LF	$ 112.00	$ 6,720.00	$ 6,720.00	$ 121.62	$ 7,297.20	$ 7,297.20	$ 225.00	$ 13,500.00	$ 13,500.00
4	SD2	18" Reinforced Concrete Pipe (RCP), Storm Drain	40	LF	$ 104.00	$ 4,160.00	$ 4,160.00	$ 84.20	$ 3,368.00	$ 3,368.00	$ 205.00	$ 8,200.00	$ 8,200.00
5	SD2	24" ASTM F2619, HDPE, Storm Drain	60	LF	$ 92.00	$ 5,520.00	$ 5,520.00	$ 105.49	$ 6,329.40	$ 6,329.40	$ 165.00	$ 9,900.00	$ 9,900.00
6	SD3	7'x7'x7' Reinforced Concrete Junction Box	3	EA	$ 11,525.00	$ 34,575.00	$ 34,575.00	$ 16,603.66	$ 49,810.98	$ 49,810.98	$ 22,000.00	$ 66,000.00	$ 66,000.00
7	SD3	6'x6'x6' Reinforced Concrete Junction Box	5	EA	$ 8,890.00	$ 44,450.00	$ 44,450.00	$ 8,101.61	$ 40,508.05	$ 40,508.05	$ 13,500.00	$ 67,500.00	$ 67,500.00
8	SD4	48" Reinforced Concrete Type C Storm Drain Manhole & Cover	8	EA	$ 5,795.00	$ 46,360.00	$ 46,360.00	$ 4,183.24	$ 33,465.92	$ 33,465.92	$ 8,100.00	$ 64,800.00	$ 64,800.00
9	SD5	6'x3.5'x5.5' Reinforced Concrete Type BB Inlet With Grates	1	EA	$ 6,425.00	$ 6,425.00	$ 6,425.00	$ 5,995.09	$ 5,995.09	$ 5,995.09	$ 8,850.00	$ 8,850.00	$ 8,850.00
10	SD6	18" Storm Drain Plug	2	EA	$ 2,250.00	$ 4,500.00	$ 4,500.00	$ 242.68	$ 485.36	$ 485.36	$ 320.00	$ 640.00	$ 640.00
11	SD7	Open Trenching of Storm Drain	950	LF	$ 40.00	$ 38,000.00	$ 38,000.00	$ 29.73	$ 28,243.50	$ 28,243.50	$ 18.00	$ 17,100.00	$ 17,100.00
1	P1	6" Concrete Pavement Repair	30	SY	$ 136.00	$ 4,080.00	$ 4,080.00	$ 146.23	$ 4,386.90	$ 4,386.90	$ 125.00	$ 3,750.00	$ 3,750.00
2	P2	Concrete Curb & Gutter Repair	64	LF	$ 38.00	$ 2,432.00	$ 2,432.00	$ 36.94	$ 2,364.16	$ 2,364.16	$ 55.00	$ 3,520.00	$ 3,520.00
3	P3	Concrete Pedestrian Access Ramp Repair	22	SY	$ 295.00	$ 6,490.00	$ 6,490.00	$ 162.81	$ 3,581.82	$ 3,581.82	$ 135.00	$ 2,970.00	$ 2,970.00
4	P4	4" Concrete Sidewalk Repair	3	SY	$ 113.00	$ 339.00	$ 339.00	$ 122.11	$ 366.33	$ 366.33	$ 310.00	$ 930.00	$ 930.00
5	P5	3" Type C HMAC Asphalt Pavement Repair (PG64-22)	2550	SY	$ 58.00	$ 147,900.00	$ 147,900.00	$ 34.14	$ 87,057.00	$ 87,057.00	$ 81.00	$ 206,550.00	$ 206,550.00
6	P6	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	2550	SY	$ 56.00	$ 142,800.00	$ 142,800.00	$ 25.46	$ 64,923.00	$ 64,923.00	$ 62.00	$ 158,100.00	$ 158,100.00
7	P7	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	510	GAL	$ 10.00	$ 5,100.00	$ 5,100.00	$ 4.02	$ 2,050.20	$ 2,050.20	$ 8.00	$ 4,080.00	$ 4,080.00
8	P8	Tack Coat (MC-30, 0.10 Gal / SY)	255	GAL	$ 10.00	$ 2,550.00	$ 2,550.00	$ 11.32	$ 2,886.60	$ 2,886.60	$ 8.00	$ 2,040.00	$ 2,040.00
9	P9	Flowable Fill / 2-Sack Backfill	2600	SY	$ 90.00	$ 234,000.00	$ 234,000.00	$ 70.24	$ 182,624.00	$ 182,624.00	$ 59.00	$ 153,400.00	$ 153,400.00
					Base Bid Total =	$ 1,928,938.50	**$ 1,928,938.50**	Base Bid Total =	$ 1,509,689.43	**$ 1,509,689.40**	Base Bid Total =	$ 1,849,715.00	**$ 1,876,115.00**
							$0.00			($0.03)			$26,400.00

P:\Engineering Services\Engineering Projects\2018\BPU18-02 Garfield Paving & Utility Project\05 BID\5.3 Bid Tab\Util Breakout 01\2021.10.20 BPU18-02 Garfield Util Breakout 01 Bid Tab

GARFIELD STREET UTILITY BOND PROJECT
WATER, WASTEWATER, & STORM DRAIN IMPROVEMENTS
FROM GOLF COURSE RD TO MICHIGAN AVE
PROJECT NUMBER BPU18-02

BREAK OUT SET 01

SEPTEMBER 2021

NET LENGTH OF PROJECT = 1300 LF

CONTRACTOR _____

DATE CONTRACTOR BEGINS

WORK _____

DATE WORK WAS COMPLETED _____

DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

SUBMITTED 9/21/2021
Josh Ferguson
ENGINEER

RECOMMENDED 9/21/21
Matt Carr, P.E.
CITY ENGINEER

RECOMMENDED 9/22/21
Jose E Ortiz
ENGINEERING SERVICES DIRECTOR

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

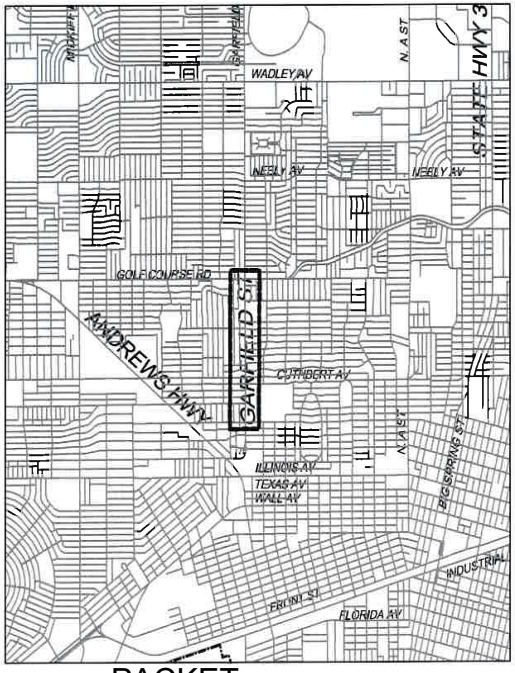
CITY ENGINEER

MATT C. CARR, P.E.
OFFICE: (432) 685-7286

MIDLAND Engineering Services

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND TX 79702

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60-76	STANDARD DETAILS



LOCATION MAP
NO SCALE

PACKET

9.8

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in said construction drawings and other data. The Engineering Services Department is authorized to deny acceptance of use infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction

PARKHILL SMITH & COOPER ENGINEERS & SURVEYORS TEXAS F-439
CHRISTIAN SCHNITKER
84810
LICENSED PROFESSIONAL ENGINEER
09/20/2021

PARKHILL SMITH & COOPER

MIDLAND Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

TITLE SHEET

1

ISSUING OFFICE: MIDLAND PROJECT NO: 2644.18

November 16, 2021

GENERAL CONSTRUCTION NOTES:

1. THIS DESIGN IS FOR PUBLIC WATER MAIN, WASTEWATER MAIN AND STORM DRAIN IMPROVEMENTS ALONG GARFIELD STREET FROM GOLF COURSE DRIVE TO MICHIGAN AVENUE.

2. NEW WATER MAIN TO BE INSTALLED EIGHT (8') FEET INSIDE WEST EXISTING BACK-OF-CURB. NEW WASTEWATER MAIN TO INSTALLED EIGHT (8') FEET INSIDE EAST EXISTING BACK-OF-CURB. NEW STORM DRAIN MAIN TO BE INSTALLED ALONG CENTERLINE OF EXISTING ROADWAY UP TO STA. 25+00 WHERE IT SHIFTS TO FIVE (5') FEET TO THE WEST.

3. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF MIDLAND STANDARD CONSTRUCTION REQUIREMENTS, SPECIFICATIONS AND DETAILS 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.

4. CONTRACTOR TO CONTACT ALL UTILITY COMPANIES IN THE AREA FOR FIELD VERIFICATION OF EXISTING FACILITIES.

5. THE EXISTING UTILITIES AND OTHER OBJECTS INDICATED IN THESE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, AND SPOT SURVEYS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING FACILITIES SHOWN ON DRAWINGS PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND THE PROJECT DESIGN.

6. THE LOCATION OF TELEPHONE, GAS, FIBER OPTIC, AND POWER COMPANY UTILITIES ARE SHOWN IN APPROXIMATE LOCATION ONLY. THE CONTRACTOR SHALL REQUEST THE EXACT LOCATION OF THESE FACILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH OCCUR DUE TO HIS FAILURE TO REQUEST THE LOCATION AND PRESERVATION OF THESE UNDERGROUND FACILITIES.

7. CONTRACTOR SHALL "POTHOLE" ALL FIBER OPTIC AND GAS LINES AHEAD OF THE CONSTRUCTION CREWS TO LOCATE AND VERIFY EXISTING VERTICAL ELEVATIONS PRIOR TO START OF CONSTRUCTION. ALL COSTS ASSOCIATED WITH POTHOLING SHALL BE PAID FOR BY THE CONTRACTOR. ONE-CALL SHALL MARK LINE PRIOR TO POTHOLING.

8. ANY PERMANENT RELOCATION OF AN EXISTING UTILITY NOT SHOWN ON THE DRAWINGS SHALL BE APPROVED BY THE ENGINEER PRIOR TO RELOCATIONS AND SHALL CONFORM TO THE APPLICABLE GOVERNING STANDARDS AND SPECIFICATIONS OF THE CITY OF MIDLAND AND OTHER RELEVANT AGENCIES.

9. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD. ANY SUCH DESIGN CHANGES MUST FIRST BE APPROVED BY THE ENGINEER BEFORE BEING CONSTRUCTED.

10. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

11. ALL WATER SERVICE LATERALS ARE TO BE REPLACED AS INDICATED IN THE CONSTRUCTION DRAWINGS, AND ALL WASTEWATER SERVICE LATERALS DAMAGED ARE TO BE REPLACED TO EQUAL OR BETTER CONDITION AT CONTRACTOR'S SOLE EXPENSE. RECONNECT ALL EXISTING WASTEWATER SERVICE LATERALS TO NEW WASTEWATER MAIN.

12. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES PRIOR TO ANY INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR. SUCH NOTIFICATIONS ARE TO INCLUDE "DOOR KNOCKERS" SUPPLIED BY THE CITY AND PLACED BY THE CONTRACTOR.

13. CONTRACTOR SHALL BE RESPONSIBLE FOR AND ADEQUATELY PROTECT PRIVATE PROPERTY, EXISTING STRUCTURES, UTILITIES, TRESS, SHRUBS, AND OTHER ADJOINING FACILITIES, AND REPAIR OR REPLACE DUE TO DAMAGE CAUSED BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

14. CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM TO MEET, AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATIONS, PART 1926, SUBPART P AS PUBLISHED IN THE FEDERAL REGISTER, VOLUME 54, NO. 209, DATED OCTOBER 31, 1989, INCLUDING THE MOST CURRENT REVISION.

15. CONTRACTOR SHALL COVER OPEN EXCAVATIONS WITH ANCHORED ½" STEEL PLATES DURING NON-WORKING HOURS.

16. CONTRACTOR SHALL VERIFY THAT BENCHMARKS HAVE NOT BEEN DISTURBED. IF ANY DISCREPANCY IS FOUND, CONTACT THE ENGINEER IMMEDIATELY.

17. ALL CONSTRUCTION MATERIAL STORED ON SITE INTENDED FOR PERMANENT INSTALLATION IS TO BE PROTECTED FROM DAMAGE AT ALL TIMES INCLUDING DAMAGE FROM WEATHER, UV, CONSTRUCTION ACTIVITY, ETC. AND IS TO BE REPLACED PRIOR TO INSTALLATION BY THE CONTRACTOR IF SUCH DAMAGE OCCURS AT CONTRACTOR'S SOLE EXPENSE.

18. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL AND DEBRIS FROM THE SITE AT NO ADDITIONAL EXPENSE TO THE OWNER.

19. ALL SAW-CUTTING IS TO HAVE CLEAN, STRAIGHT EDGES AND IS CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.

20. ALL CONCRETE REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 1.5-LBS OF FIBER REINFORCEMENT PER EVERY 1.0-CY OF CONCRETE PLACED UNLESS OTHERWISE STATED IN THE CONSTRUCTION DRAWINGS.

21. CONTRACTOR IS TO COORDINATE WITH THE MIDLAND WATER AND WASTEWATER UTILITIES DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO CUTTING OR CONNECTING TO EXISTING UTILITY MAINS OR LINES.

22. CONTRACTOR MUST NOTIFY ALL PROPERTY OWNERS OF ANY PLANNED SERVICE INTERRUPTION NO LESS THAN TWO (2) BUSINESS DAYS PRIOR TO ANY SUCH SERVICE INTERRUPTION. THE CONTRACTOR MUST OBTAIN PERMISSION FROM THE ENGINEER FOR THE DATES OF THE PLANNED SERVICE INTERRUPTION BEFORE NOTIFYING PROPERTY OWNERS.

23. ALL HORIZONTAL SEPARATION DIMENSIONS BETWEEN NEW AND EXISTING UTILITIES ARE APPROXIMATE.

24. ALL PROPOSED PUBLIC UTILITIES ARE TO CONNECT TO THE EXISTING PUBLIC UTILITY SYSTEMS REGARDLESS OF THE DIMENSIONS SHOWN.

25. CONTRACTOR IS TO PERFORM PRE AND POST-CONSTRUCTION TELEVISION INSPECTION OF THE EXISTING AND INSTALLED WASTEWATER MAINS AND STORM DRAINS IN ACCORDANCE WITH THE PROJECT TECHNICAL SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING TELEVISION EQUIPMENT AND PROVIDING VIDEO RECORDING TO THE CITY.

26. EXISTING STAND-UP CURBS ARE 7.0" CURBS RATHER THAN CURRENT 6.0" CITY STANDARD CURBS IN THIS AREA. MATCH EXISTING CURB HEIGHT THROUGHOUT IF CURB INSTALLATION, REPLACEMENT, OR REPAIRS IS NEEDED.

27. PRESSURE INDICATOR RINGS ARE REQUIRED FOR ALL FIRE HYDRANTS IN COMPLIANCE WITH CITY FIRE, INCLUDING ALL REQUIRED FIRE FLOW TESTING. FIRE FLOW TESTING IS SUBSIDIARY TO PROJECT SCOPE.

28. FRANCHISE LINES TO BE LOWERED 2' MIN. BELOW WATER IF IN WAY UNLESS 6" OR LARGER IN DIAMETER.

LEGEND

- EMH = EX. ELECTRIC MANHOLE
- FH = EX. FIRE HYDRANT
- GM = EX. GAS METER
- LP = EX. LIGHT POLE
- MB = EX. MAIL BOX
- PP = EX. POWER POLE
- MH = EX. WASTEWATER MANHOLE
- WM = EX. WATER METER
- WV = EX. WATER VALVE
- — X — = EX. FENCE LINE
- — OE — = EX. OVERHEAD ELECTRIC
- — G — = EX. GAS LINE
- — S — = EX. WASTEWATER MAIN/ LATERAL
- — T — = EX. UNDERGROUND TELEPHONE
- — W — = EX. WATER MAIN/ LATERAL
- ——— = PROP. WATER MAIN/ LATERAL
- = PROP.WATER CROSS
- = PROP. WATER TEE
- = PROP. FIRE HYDRANT
- = PROP. WATER VALVE
- = PROP. 90 DEGREE BEND
- = PROP. 45 DEGREE BEND
- SD = PROP. STORMDRAIN MANHOLE
- S = PROP. WASTE WATER MANHOLE

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-595
CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

GARFIELD ST.
GENERAL NOTES
SHEET 1 OF 4

2

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

EROSION CONTROL PLAN:

1. UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) GENERAL PERMIT, THE CONTRACTOR IS TO DEVELOP AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE PROJECT, AND PROVIDE ALL REQUIRED ENVIRONMENTAL CONTROLS DURING THE CONSTRUCTION ACTIVITIES. WHERE APPLICABLE, THE CONTRACTOR IS TO UTILIZE THE CITY OF MILDAND'S STANDARD EROSION CONTROL DETAILS. UPON COMPLETION, CONTRACTOR SHALL FILE THE NOTICE OF TERMINATION (NOT).

2. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.

3. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER. IF AT ANY TIME THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

4. CONTRACTOR WILL INSTALL BEST MANAGEMENT PRACTICES (BMP'S) AS SHOWN ON CONSTRUCTION DRAWINGS AND IN ACCORDANCE WITH INDUSTRY STANDARDS AND REGULATIONS.

5. CONTRACTOR IS TO COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).

6. CONTRACTOR SHALL IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROLS, POLLUTION PREVENTION, AND SITE SPILL RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3 OR SWPPP) REQUIREMENTS AND CONSTRUCTION DRAWINGS.

7. WATER PUMPED OFF THE PROJECT MUST HAVE SEDIMENT AND ANY OTHER SOLIDS IN SUSPENSION REMOVED BEFORE DISCHARGING.

8. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.

9. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

10. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY OFF-SITE SILTATION CAUSED BY THE CONTRACTORS CONSTRUCTION OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES, AT NO ADDITIONAL COST TO THE CITY.

11. CONTRACTOR MUST REMOVE AND PROPERLY DISPOSE OF ACCUMULATED SILT AND SEDIMENT FROM EROSION CONTROLS WHEN IT REACHES A DEPTH EQUAL TO HALF THE HEIGHT OF THE CONTROL, OR IMPAIRS THE EFFECTIVENESS OF THE CONTROL.

12. CONTRACTOR IS TO INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF ½ INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. CONTRACTOR IS TO PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.

13. ALL STOCKPILED SOILS ARE TO BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERLY CONTROL SEDIMENT RUNOFF.

14. CONTRACTOR IS TO TAKE NECESSARY MEASURES TO MINIMIZE OFFSITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL, ETC.) THAT FALLS ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.

15. ALL TEMPORARY EROSION CONTROL MEASURES MUST BE REMOVED FROM THE SITE UPON COMPLETION OF CONSTRUCTION WHEN STABILIZED.

16. CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN THE UTILITY TRENCHES. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE. LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY.

17. CONTRACTOR MUST REPAIR AND STABILIZE ANY LAWN OR PRIVATE PROPERTY DAMAGED OR DESTABILIZED BY CONSTRUCTION ACTIVITY TO EQUAL OR BETTER CONDITION THAN EXISTING. THIS INCLUDES ANY NECESSARY SEEDING, WATERING, ETC. AND IS SUBSIDIARY TO THE PROJECT.

CONSTRUCTION PHASING:

1. CONTRACTOR SHALL START BY INSTALLING THE PROPOSED 12" WASTEWATER MAIN EIGHT (8') FEET INSIDE OF THE BACK OF THE EXISTING EAST CURB LINE, INCLUDING ALL CONNECTIONS TO EXISTING WASTEWATER LINES AND WASTEWATER SERVICES. CONTRACTOR SHALL VERIFY FLOWLINE OF EXISTING 21" SANITARY SEWER MAIN IN GOLF COURSE ROAD PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF THERE IS A DISCREPANCY WITH THE EXISTING FLOWLINE ELEVATION SHOWN ON THE PLANS.

2. UPON COMPLETION, TESTING AND APPROVAL OF THE PROPOSED 12" WASTEWATER MAIN, THE CONTRACTOR SHALL REMOVE ALL EXISTING SANITARY SEWER MANHOLES AND FILL ABANDONED LINES WITH FLOWABLE FILL 2-SACK AND CAPPED AT ENDS. THE EXISTING 12" WASTEWATER MAIN IS TO BE ABANDONED IN PLACE UNLESS REMOVED DUE TO CONSTRUCTION OF OTHER UTILITIES.

3. ONCE THE 12" WASTEWATER MAIN IS COMPLETE, THE CONTRACTOR SHALL INSTALL THE PROPOSED 12" WATER MAIN EIGHT (8') FEET INSIDE OF THE BACK OF THE EXISTING WEST CURB LINE, INCLUDING ALL CONNECTIONS TO THE EXISTING WATER LINES AND WATER SERVICES. ALL EXISTING WATER METERS AND BOXES ARE TO BE REPLACED.

4. UPON COMPLETION, TESTING AND APPROVAL OF THE PROPOSED 12" WATER MAIN, THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL EXISTING FITTINGS, VALVES AND VALVE BOXES FROM THE EXISTING WATER MAIN. THE EXISTING 12" WATER MAIN IS TO BE ABANDONED IN PLACE AND FILLED WITH FLOWABLE FILL 2-SACK, UNLESS REMOVED DUE TO CONSTRUCTION OF OTHER UTILITIES.

5. THE PROPOSED 3'x3' BOX CULVERT AND INLETS SHALL BE INSTALLED AFTER BOTH THE PROPOSED 12" WATER MAIN AND 12" WASTEWATER MAIN HAVE BEEN INSTALLED. THE PROPOSED 3'x3' BOX CULVERT WILL BE INSTALLED ALONG THE CENTERLINE OF THE EXISTING ROADWAY. A NEW FIVE (5') FOOT CONCRETE VALLEY GUTTER WILL BE INSTALLED WITH THE SUBSEQUENT GARFIELD ROADWAY PAVING PROJECT.

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-5695
CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND
Engineering Services

GARFIELD ST.
UTILITY
IMPROVEMENTS

GARFIELD ST.
GENERAL NOTES
SHEET 2 OF 4

3

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

WATER MAIN INSTALLATION:

THE WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS, TITLE 30 TEXAS ADMINISTRATIVE CODE, CHAPTER 290, SUBCHAPTER D.

ALL NEWLY INSTALLED PIPE AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.

TITLE 30, CHAPTER 290, SUBCHAPTER D, RULE 290.44(E)(4)(A) NEW WATERLINE INSTALLATION – PARALLEL LINES

(i) WHERE A NEW POTABLE WATERLINE PARALLELS AN EXISTING, NON-PRESSURE OR PRESSURE RATED WASTEWATER MAIN OR LATERAL AND THE LICENSED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS IS ABLE TO DETERMINE THAT THE EXISTING WASTEWATER MAIN OR LATERAL IS NOT LEAKING, THE NEW POTABLE WATERLINE SHALL BE LOCATED AT LEAST TWO FEET ABOVE THE EXISTING WASTEWATER MAIN OR LATERAL, MEASURED VERTICALLY, AND AT LEAST FOUR FEET AWAY, MEASURED HORIZONTALLY, FROM THE EXISTING WASTEWATER MAIN OR LATERAL. EVERY EFFORT SHALL BE EXERTED NOT TO DISTURB THE BEDDING AND BACKFILL OF THE EXISTING WASTEWATER MAIN OR LATERAL.

(ii) WHERE A NEW POTABLE WATERLINE PARALLELS AN EXISTING PRESSURE-RATED WASTEWATER MAIN OR LATERAL AND IT CANNOT BE DETERMINED BY THE LICENSED PROFESSIONAL ENGINEER IF THE EXISTING LINE IS LEAKING, THE EXISTING WASTEWATER MAIN OR LATERAL SHALL BE REPLACED WITH AT LEAST 150 PSI PRESSURE-RATED PIPE. THE NEW POTABLE WATERLINE SHALL BE LOCATED AT LEAST TWO FEET ABOVE THE NEW WASTEWATER LINE, MEASURED VERTICALLY, AND AT LEAST FOUR FEET AWAY, MEASURED HORIZONTALLY, FROM THE REPLACED WASTEWATER MAIN OR LATERAL.

TITLE 30, CHAPTER 290, SUBCHAPTER D, RULE 290.44(E)(4)(B) NEW WATERLINE INSTALLATION – CROSSING LINES

(i) WHERE A NEW POTABLE WATERLINE CROSSES ABOVE A WASTEWATER MAIN OR LATERAL, THE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER AND MUST BE PERPENDICULAR TO THE WASTEWATER MAIN OR LATERAL SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTERLINE OF THE WASTEWATER MAIN OR LATERAL. WHEN CROSSING AN EXISTING WASTEWATER MAIN OR LATERAL AND IT IS DISTURBED OR SHOWS SIGNS OF LEAKING, THE WASTEWATER MAIN OR LATERAL SHALL BE REPLACED FOR AT LEAST NINE FEET IN BOTH DIRECTIONS (18 FEET TOTAL) WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (V) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END.

I. THE POTABLE WATERLINE SHALL BE AT LEAST TWO FEET ABOVE AN EXISTING, NON-PRESSURE RATED WASTEWATER MAIN OR LATERAL.

II. THE POTABLE WATERLINE SHALL BE AT LEAST SIX INCHES ABOVE AN EXISTING, PRESSURE-RATED WASTEWATER MAIN OR LATERAL.

(ii) WHERE A NEW POTABLE WATERLINE CROSSES A NEW, NON-PRESSURE RATED WASTEWATER MAIN OR LATERAL, THE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER AND SHALL BE PERPENDICULAR TO THE WASTEWATER MAIN OR LATERAL SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTERLINE OF THE WASTEWATER MAIN OR LATERAL. THE POTABLE WATERLINE SHALL BE AT LEAST TWO FEET ABOVE THE WASTEWATER MAIN OR
LATERAL. WHENEVER POSSIBLE, THE CROSSING SHALL BE CENTERED BETWEEN THE JOINTS OF THE WASTEWATER MAIN OR LATERAL. THE WASTEWATER PIPE SHALL HAVE A MINIMUM PIPE STIFFNESS OF 115 PSI AT 5.0% DEFLECTION. THE WASTEWATER MAIN OR LATERAL SHALL BE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (V) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END. THE MATERIALS AND METHOD OF INSTALLATION SHALL CONFORM TO ONE OF THE FOLLOWING OPTIONS:

II. WITHIN NINE FEET HORIZONTALLY OF EITHER SIDE OF THE WATERLINE, THE WASTEWATER PIPE AND JOINTS SHALL BE CONSTRUCTED WITH PIPE MATERIAL HAVING A MINIMUM PRESSURE RATING OF AT LEAST 150 PSI. AN ABSOLUTE MINIMUM VERTICAL SEPARATION DISTANCE OF TWO FEET SHALL BE PROVIDED. THE WASTEWATER MAIN OR LATERAL SHALL BE LOCATED BELOW THE WATERLINE.

II. ALL SECTIONS OF WASTEWATER MAIN OR LATERAL WITHIN NINE FEET HORIZONTALLY OF THE WATERLINE SHALL BE ENCASED IN AN 18-FOOT (OR LONGER) SECTION OF PIPE. FLEXIBLE ENCASING PIPE SHALL HAVE A MINIMUM PIPE STIFFNESS OF 115 PSI AT 5.0% DEFLECTION. THE ENCASING PIPE SHALL BE CENTERED ON THE WATERLINE AND SHALL BE AT LEAST TWO NOMINAL PIPE DIAMETERS LARGER THAN THE WASTEWATER MAIN OR LATERAL. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT (OR LESS) INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED EACH END OF THE CASING SHALL BE SEALED WITH WATERTIGHT NON-SHRINK CEMENT GROUT OR A MANUFACTURED WATERTIGHT SEAL. AN ABSOLUTE MINIMUM SEPARATION DISTANCE OF SIX INCHES BETWEEN THE ENCASEMENT PIPE AND THE WATERLINE SHALL BE PROVIDED. THE WASTEWATER LINE SHALL BE LOCATED BELOW THE WATERLINE.

(iii) WHEN A NEW WATERLINE CROSSES UNDER A WASTEWATER MAIN OR LATERAL, THE WATERLINE SHALL BE ENCASED AS DESCRIBED FOR WASTEWATER MAINS OR LATERALS IN CLAUSE (II) OF THIS SUBPARAGRAPH OR CONSTRUCTED OF DUCTILE IRON OR STEEL PIPE WITH MECHANICAL OR WELDED JOINTS AS APPROPRIATE. AN ABSOLUTE MINIMUM SEPARATION DISTANCE OF ONE FOOT BETWEEN THE WATERLINE AND THE WASTEWATER MAIN OR LATERAL SHALL BE PROVIDED. WHEN A NEW WATERLINE CROSSES UNDER A WASTEWATER MAIN, THE PROCEDURES IN §217.53(D) OF THIS TITLE (RELATING TO PIPE DESIGN) MUST BE FOLLOWED.

(iv) WHERE A NEW POTABLE WATERLINE CROSSES A NEW, PRESSURE RATED WASTEWATER MAIN OR LATERAL, ONE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER AND SHALL BE PERPENDICULAR TO THE WASTEWATER LINE SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTER LINE OF THE WASTEWATER MAIN OR LATERAL. THE POTABLE WATERLINE SHALL BE AT LEAST SIX INCHES ABOVE THE WASTEWATER MAIN OR LATERAL. WHENEVER POSSIBLE, THE CROSSING SHALL BE CENTERED BETWEEN THE JOINTS OF THE WASTEWATER MAIN OR LATERAL. THE WASTEWATER PIPE SHALL HAVE A MINIMUM PRESSURE RATING OF AT LEAST 150 PSI. THE WASTEWATER MAIN OR LATERAL SHALL BE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (V) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END.

(v) WHERE CEMENT STABILIZED SAND BEDDING IS REQUIRED, THE CEMENT STABILIZED SAND SHALL HAVE A MINIMUM OF 10% CEMENT PER CUBIC YARD OF CEMENT STABILIZED SAND MIXTURE, BASED ON LOOSE DRY WEIGHT VOLUME (AT LEAST 2.5 BAGS OF CEMENT PER CUBIC YARD OF MIXTURE). THE CEMENT STABILIZED SAND BEDDING SHALL BE A MINIMUM OF SIX INCHES ABOVE AND FOUR INCHES BELOW THE WASTEWATER MAIN OR LATERAL. THE USE OF BROWN COLORING IN CEMENT STABILIZED SAND FOR WASTEWATER MAIN OR LATERAL BEDDING IS RECOMMENDED FOR THE IDENTIFICATION OF PRESSURE RATED WASTEWATER MAINS DURING FUTURE CONSTRUCTION.

TITLE 30, CHAPTER 290, SUBCHAPTER D, RULE 290.44(E)(5) WATERLINE AND WASTEWATER MAIN MANHOLE OR LATERAL MANHOLE OR CLEANOUT SEPARATION

THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN MANHOLE OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT.

WASTEWATER MAIN INSTALLATION:

THE WASTEWATER COLLECTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR DOMESTIC WASTEWATER SYSTEMS, TITLE 30 TEXAS ADMINISTRATIVE CODE, CHAPTER 217, SUBCHAPTER C.

STORM DRAIN IMPROVEMENTS:

1. INCLUDE 1.0' BY 0.5' THICK CONCRETE COLLARS AROUND ALL UTILITY COVERS WITHIN GARFIELD STREET INCLUDING, BUT NOT LIMITED TO: WATER VALVES, WASTEWATER MANHOLES, STORM DRAIN MANHOLES AND STORM DRAIN JUNCTION BOX COVERS.

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-5609
CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

GARFIELD ST.
GENERAL NOTES
SHEET 3 OF 4

4

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

DEMOLITION CONSTRUCTION NOTES:

1. ALL DEMOLITION DIMENSIONS ARE APPROXIMATE AND BASED ON THE MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASES OR DISCREPANCIES.

2. EXISTING ASPHALT PAVEMENT THICKNESS MAY BE AS MUCH AS 10" IN PLACES.

3. 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 DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIR BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.

4. ALL UTILITY TRENCHING PAVEMENT REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON BOTH SIDES OF ANY TRENCH EXCAVATION.

5. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY ARE INDICATED IN THE CONSTRUCTION DRAWINGS

6. CONTRACTOR IS TO NOTIFY PROJECT 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.

7. ALL EXISTING UTILITIES ABANDONED IN PLACE ARE TO BE FILLED WITH FLOWABLE FILL 2-SACK (PORTLAND CEMENT 2-SACK = 188 LBS/CY) AND BE CAPPED AT ENDS OF ABANDONED PIPE SECTION.

8. ALL EXISTING FIRE HYDRANTS, METERS, AND METER BOX COVERS REMOVED FROM THE PROJECT SITE ARE TO BE RETURNED TO THE CITY OF MIDLAND. ALL EXISTING VALVE COVERS, MANHOLE COVERS, AND OTHER MATERIAL OR SPOILS RESULTING FROM DEMOLITION ACTIVITIES ARE THE PROPERTY OF THE CONTRACTOR AND ARE TO BE REMOVED OR DISPOSED OF BY THE CONTRACTOR.

TRAFFIC CONTROL NOTES:

1. ALL TEMPORARY TRAFFIC CONTROL SHALL BE IN GENERAL CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES TMUTCD), EXCEPT AS SPECIFICALLY DIRECTED BY THE CITY TRAFFIC ENGINEER.

2. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN (TCP), IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO BUSINESS DAYS BEFORE CONTRACTOR STARTS ANY CONSTRUCTION ACTIVITY. ACCESS TO PROPERTIES ADJACENT TO THE WORK ZONE SHALL BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE APPROVED BY THE TRAFFIC ENGINEER. CONTRACTOR WILL LIMIT THE NUMBER OF CONSECUTIVE RESIDENTIAL AND MINOR COLLECTOR STREET CLOSURES. A MINIMUM OF TWO TRAVEL LANES (ONE IN EACH DIRECTION) SHALL REMAIN OPEN AT ALL TIMES ON ALL ARTERIAL STREETS.

3. 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.

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-5690
CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

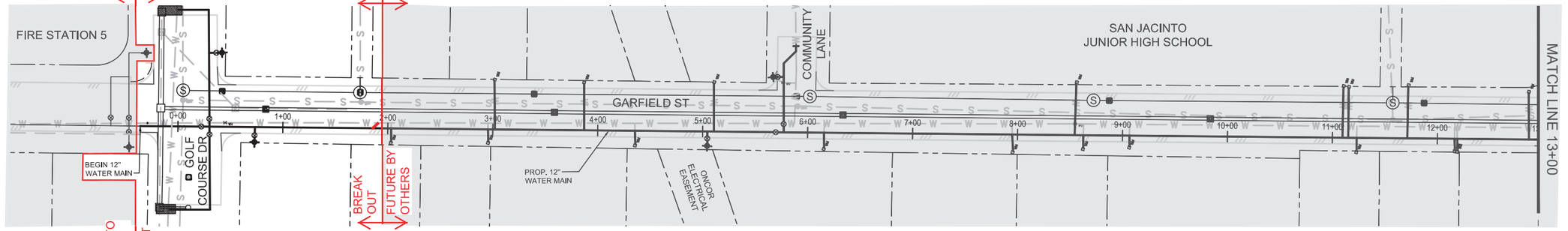
MIDLAND
Engineering Services

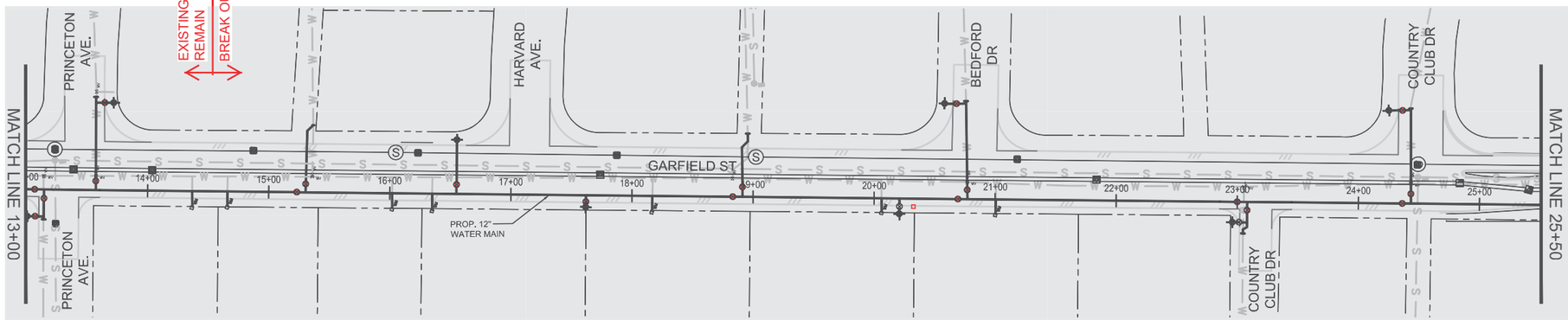
GARFIELD ST. UTILITY IMPROVEMENTS

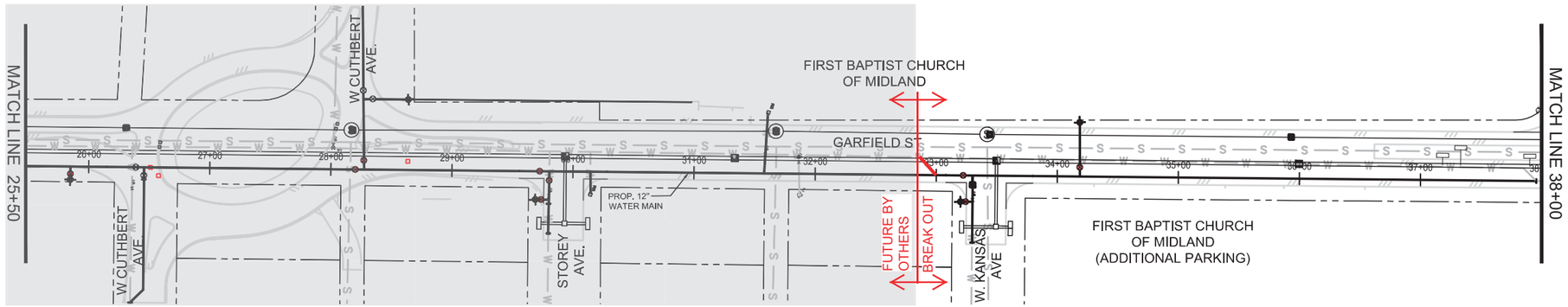
GARFIELD ST.
GENERAL NOTES
SHEET 4 OF 4

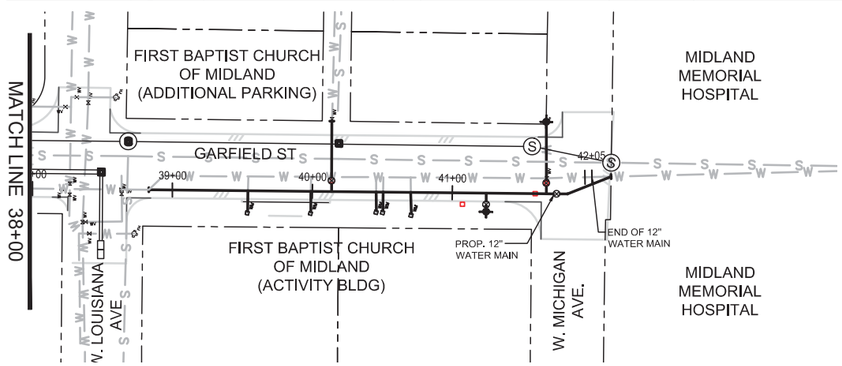
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ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18









N

0 100' 200'

CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
PARKHILL SMITH & COOPER TEXAS F-439
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND
Engineering Services

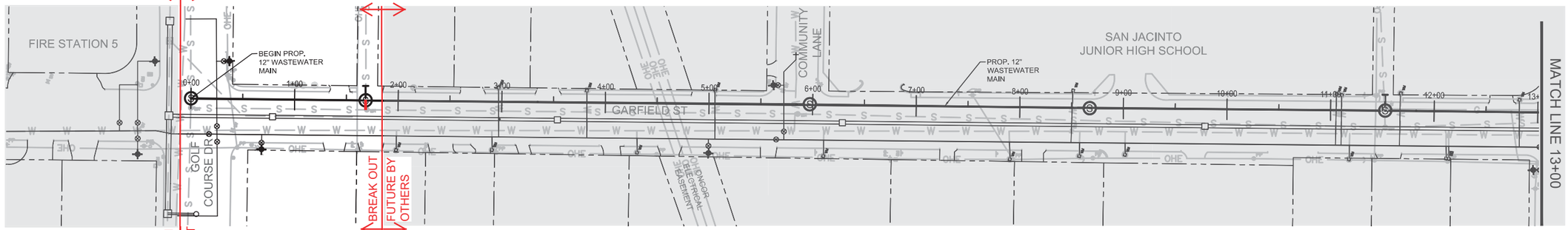
CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

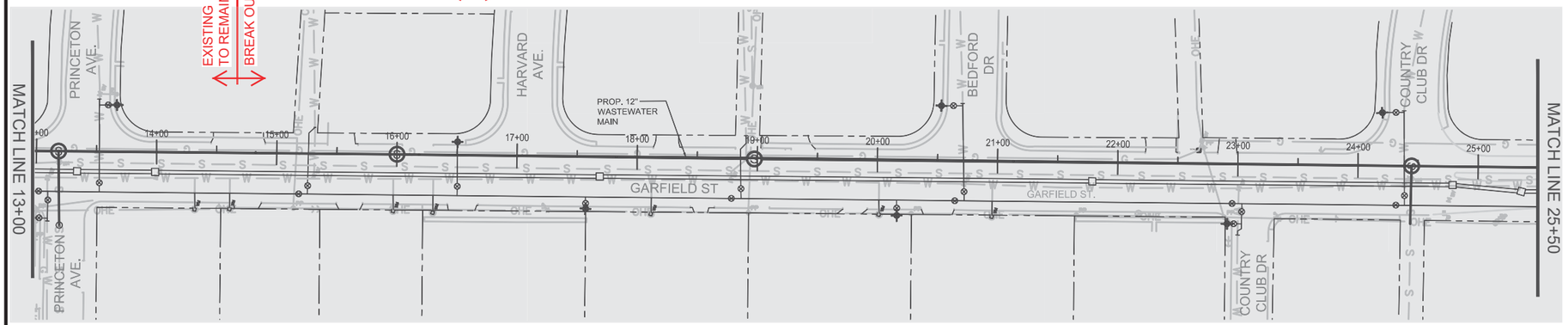
GARFIELD ST. UTILITY IMPROVEMENTS

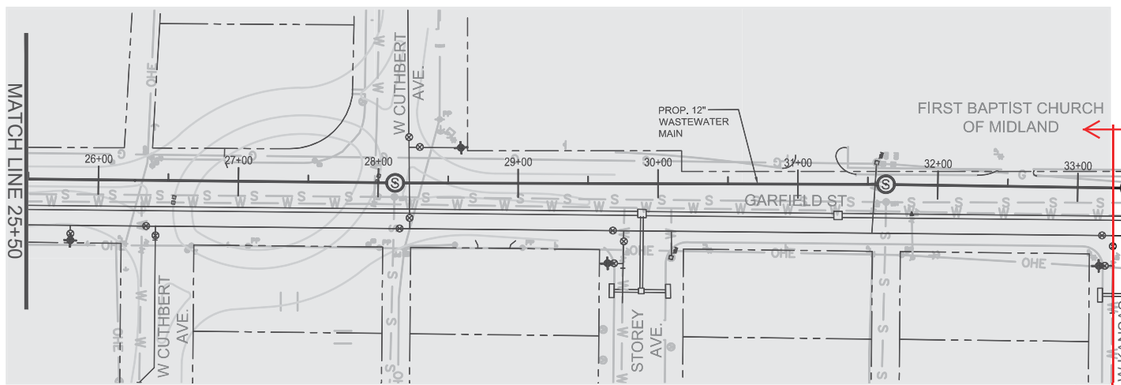
WATER MAIN LAYOUT

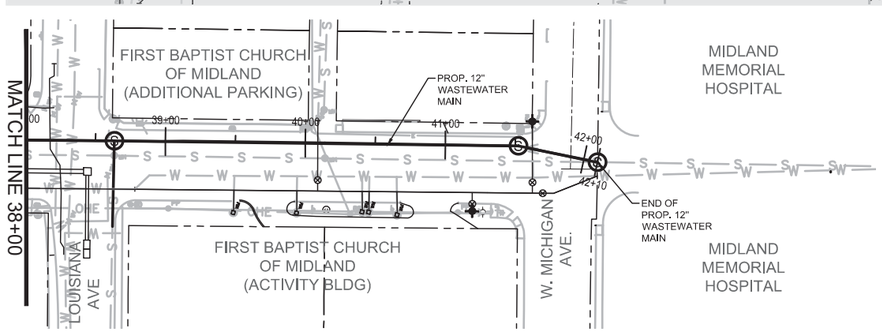
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ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18









N

0 100' 200'

CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560
03/13/2020

PARKHILL SMITH & COOPER

PSC

MIDLAND Engineering Services

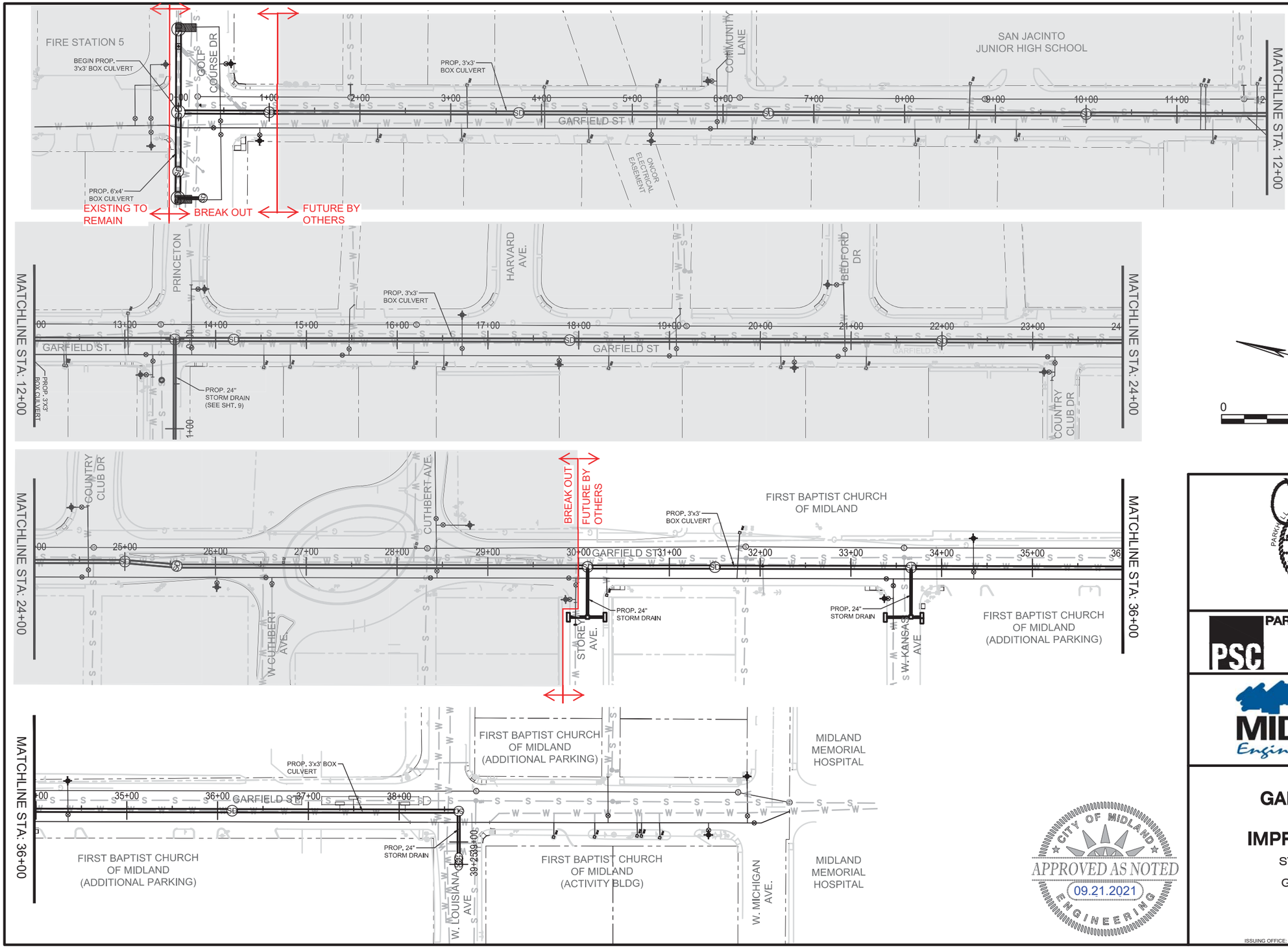
CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

GARFIELD ST. UTILITY IMPROVEMENTS

WASTEWATER MAIN LAYOUT

7

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING FIRM F-439
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER

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CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

GARFIELD ST. UTILITY IMPROVEMENTS

STORM DRAIN LAYOUT GARFIELD ST.

8

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

SUMMARY OF REMOVAL ITEMS (BASE BID)											
		1	2	3	4	5	6	7	8	9	10
SHEET NUMBER	ITEM DESCRIPTION	REMOVE EX. WATER MAIN PIPE	REMOVE EX. WASTEWATER MAIN PIPE	REMOVE EX. STORM DRAIN PIPE	FLOWABLE FILL FOR ABANDONED PIPES	REMOVE EX. WASTEWATER MANHOLE	REMOVE EX. CONC. STORM STRUCTURE	REMOVE EX. 4' CONC. VALLEY GUTTER	REMOVE EX. WATER METER & BOX	REMOVE EX. FIRE HYDRANT	REMOVE EX. VALVE & BOX
	UNIT	LF	LF	LF	CY	EA	EA	SY	EA	EA	EA
10	SHEET 1 OF 6	190	55	280	122	0	2	284	0	0	1
14	SHEET 5 OF 6	550	820	0	13	2	0	267	2	0	1
15	SHEET 6 OF 6	80	220	0	26	1	0	0	4	1	1
	TOTAL	820	1095	280	161	3	2	551	6	1	3

SUMMARY OF WATERLINE SYSTEM (BASE BID)													
	ITEM	1	2	3	4	5	6	7	8	9	10	11	12
SHEET NUMBER	DESCRIPTION	12" C900 DR-18 WATER MAIN	8" C900 DR-18 WATER MAIN	6" C900 DCR-18 WATER MAIN	12" WATER VALVE AND BOX	8" WATER VALVE AND BOX	6" WATER VALVE AND BOX	FIRE HYDRANT ASSEMBLY	DUCTILE IRON FITTINGS	1" WATER SERVICE CONNECTION	1" WATER SERVICE LATERAL	WATER METER & BOX	OPEN TRENCH WATER MAIN
	UNIT	LF	LF	LF	EA	EA	EA	EA	TON	EA	LF	EA	LF
19	SHEET 2 OF 13	500	0	27	3	0	2	2	0.5	0	0	0	527
27	SHEET 10 OF 13	250	0	111	1	0	3	2	0.4	0	0	0	361
28	SHEET 11 OF 13	313	0	0	0	0	0	0	0.2	0	0	0	313
29	SHEET 12 OF 13	305	0	123	1	0	3	2	0.5	5	75	5	428
	TOTAL	1368	0	261	5	0	8	6	1.6	5	75	5	1629

SUMMARY OF WASTEWATER COLLECTION SYSTEM (BASE BID)												
	ITEM	1	2	3	4	5	6	7	8	9	10	11
SHEET NUMBER	DESCRIPTION	12" PVC SDR-35 WW PIPE D3034	8" PVC SDR-35 WW PIPE D3034	6" PVC SDR-35 WW PIPE D3034	72" FIBERGLASS MANHOLE (0-10')	48" FIBERGLASS MANHOLE (0-10')	72" MANHOLE ADD BURY DEPTH	48" MANHOLE ADD BURY DEPTH	CONNECT TO EX. WASTEWATER MAIN	MANHOLE DROP STRUCTURE (INTERNAL)	OPEN TRENCH WASTEWATER MAIN (0-10')	OPEN TRENCH WASTEWATER MAIN (10'-16')
	UNIT	LF	LF	LF	EA	EA	VF	VF	EA	EA	LF	LF
31	SHEET 1 OF 14	200	0	14	1	1	5	10	0	0	14	214
39	SHEET 9 OF 14	300	90	0	0	1	0	9	1	0	62	390
40	SHEET 10 OF 14	400	0	62	0	1	0	9	1	0	62	400
41	SHEET 11 OF 14	197	0	0	0	2	0	16	0	0	0	197
	TOTAL	1097	90	76	1	5	5	44	2	0	138	1201

SUMMARY OF STORM DRAIN COLLECTION SYSTEM (BASE BID)														
		1	2	3	4	5	6	7	8	9	10	11	12	13
SHEET NUMBER	ITEM DESCRIPTION	6' X 4' BOX CULVERT	3' X 3' BOX CULVERT	24" RCP STORM DRAIN PIPE	24" HDPE STORM DRAIN PIPE	18" RCP STORM DRAIN PIPE	48" FIBERGLASS STORM DRIAN MANHOLE (0-10')	48" FIBERGLASS STORM DRAIN ADDITIONAL BURY DEPTH	TYPE C STORM DRAIN MANHOLE	7' X 7' JUNCTION BOX	6' X 6' JUNCTION BOX	10 CURB INLET	TYPE BB INLET WITH GRATES	OPEN TRENCH STORM DRAIN (0-10')
	UNIT	LF	LF	LF	LF	LF	EA	LF	EA	EA	EA	EA	EA	LF
45	SHEET 1 OF 15	0	100	0	0	0	0	0	1	1	1	0	0	100
53	SHEET 9 OF 15	0	300	0	0	0	0	0	1	0	0	0	0	300
54	SHEET 10 OF 15	0	266	54	0	0	0	0	2	0	0	0	2	266
55	SHEET 11 OF 15	188	0	0	0	24	0	0	1	2	2	0	0	188
	TOTAL	188	666	54	0	24	0	0	5	3	3	3	2	854

NOTE:

QUANTITIES DO NOT INCLUDE ITEMS REQUIRED FOR CONNECTION OF PROPOSED UTILITIES TO EXISTING UTILITIES.

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
09/20/2021

PARKHILL SMITH & COOPER
PSC

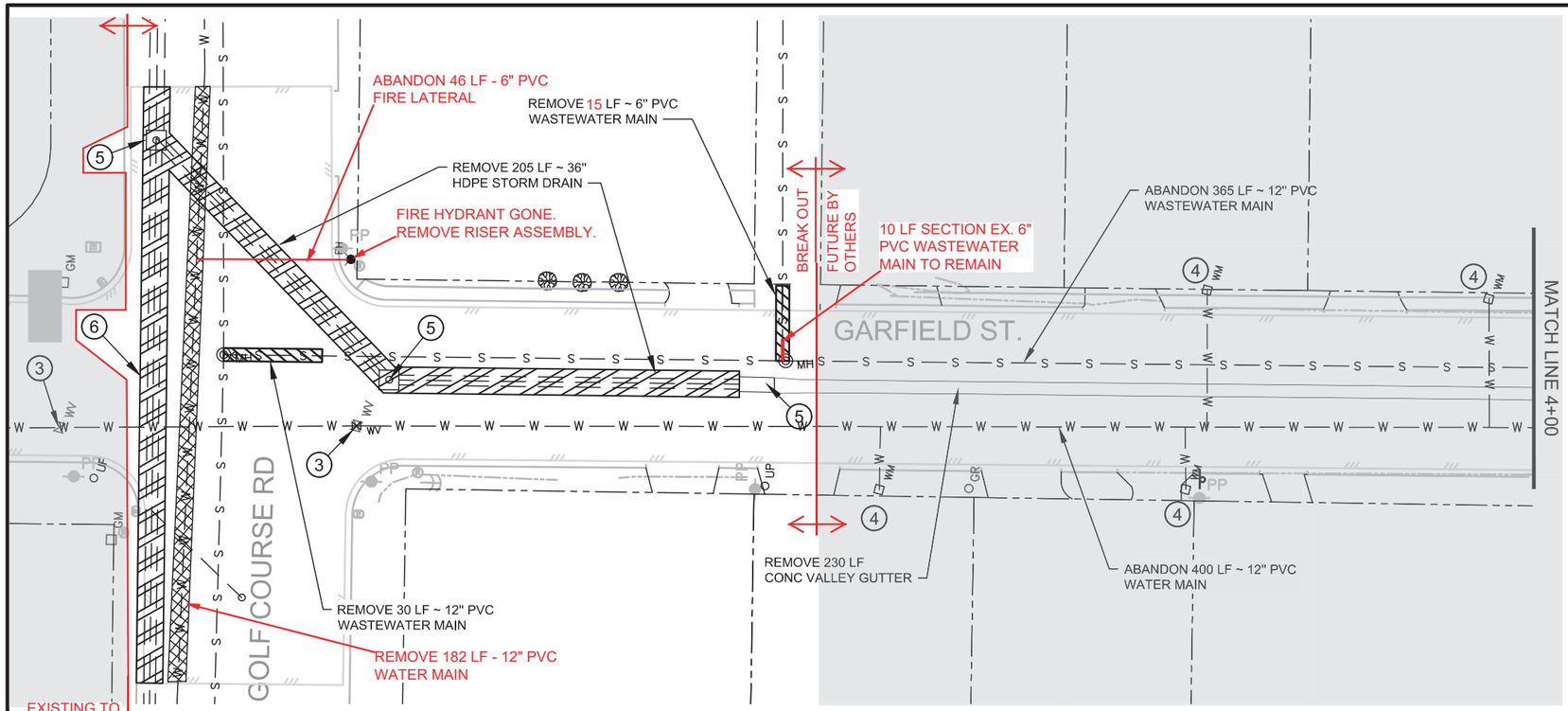
MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

QUANTITY SUMMARY SHEET

9A

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



KEYED NOTES

1. REMOVE AND SALVAGE FIRE HYDRANT. ALL REMOVED FIRE HYDRANTS TO BE RETURNED TO CITY UTILITIES DEPARTMENT.
2. EXISTING WASTEWATER MANHOLE TO BE REMOVED IN ITS ENTIRETY, INCLUDING THE BASE.
3. ALL VALVES AND VALVE BOXES TO BE REMOVED AND DISPOSED OF UNLESS OTHERWISE NOTED.
4. ALL EXISTING WATER METERS AND WATER METER BOXES TO BE REMOVED AND REPLACED.
5. REMOVE EXISTING STORM DRAIN PIPE, JUNCTION BOXES AND INLET.
6. REMOVE 15 LF ~ 54" CMP & 165LF ~ 42" STORM DRAIN

GENERAL NOTES:

1. EXISTING WATER MAIN IS TO BE REMOVED IF IT CONFLICTS WITH THE CONSTRUCTION OF THE PROPOSED UTILITIES. ALL WATER MAINS 2' OR FURTHER FROM OTHER PROPOSED UTILITY MAINS SHALL BE ABANDONED IN PLACE.
2. EXISTING WASTEWATER PIPE IS TO BE REMOVED IF IT CONFLICTS WITH THE CONSTRUCTION OF THE PROPOSED UTILITIES. ALL REMAINING WASTEWATER PIPE SHALL BE FILLED WITH FLOWABLE FILL AND ABANDONED IN PLACE.
3. EXISTING WASTEWATER MANHOLES SHALL BE REMOVED IN THEIR ENTIRETY, AND EXCAVATED AREA TO BE BACKFILLED TO CITY STANDARDS.

N

0 40' 80'

CITY OF MIDLAND APPROVED AS NOTED 09.21.2021 ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560 CHRISTIAN SCHNITGER 84810 LICENSED PROFESSIONAL ENGINEER

03/13/2020

PARKHILL SMITH & COOPER

PSC

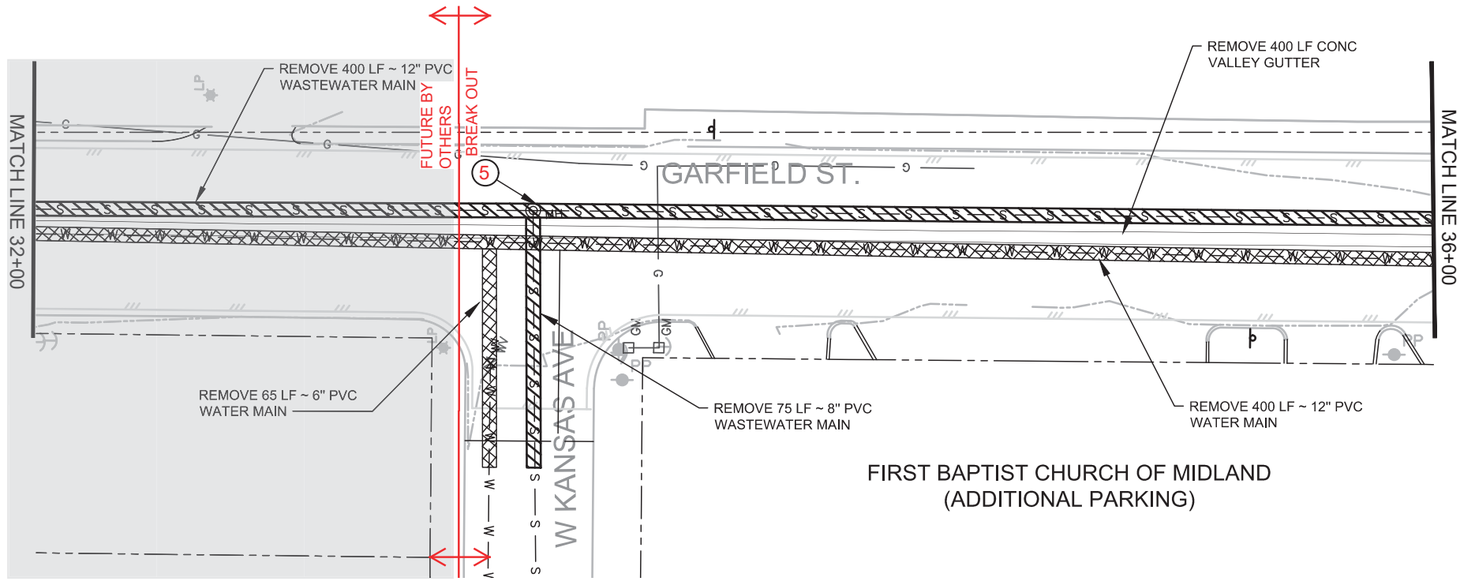
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GARFIELD ST. UTILITY IMPROVEMENTS

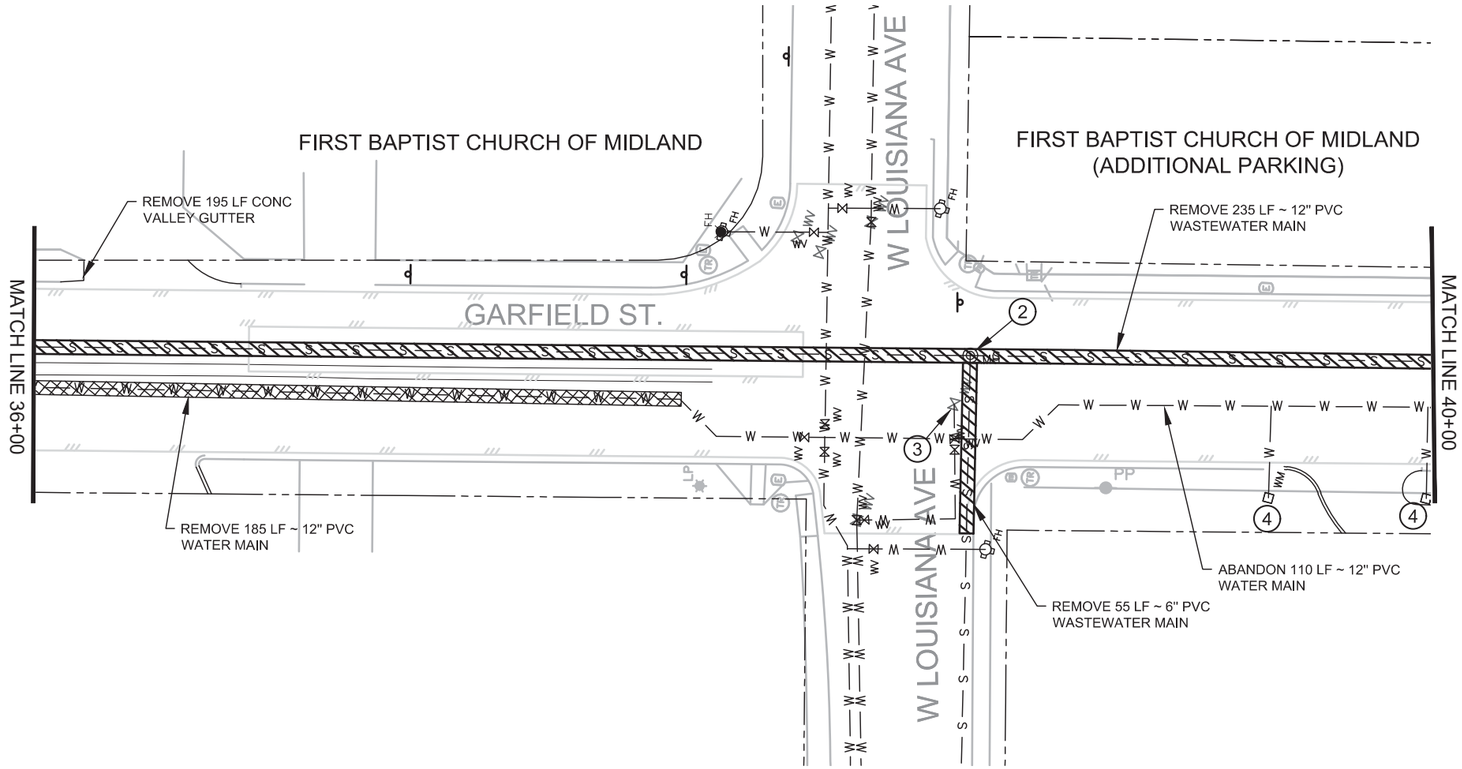
UTILITY REMOVAL
SHEET 1 of 6

10

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



FIRST BAPTIST CHURCH OF MIDLAND
(ADDITIONAL PARKING)



KEYED NOTES

1. REMOVE AND SALVAGE FIRE HYDRANT. ALL REMOVED FIRE HYDRANTS TO BE RETURNED TO CITY UTILITIES DEPARTMENT.
2. EXISTING WASTEWATER MANHOLE TO BE REMOVED IN ITS ENTIRETY, INCLUDING THE BASE.
3. ALL VALVES AND VALVE BOXES TO BE REMOVED AND DISPOSED OF UNLESS OTHERWISE NOTED.
4. ALL EXISTING WATER METERS AND WATER METER BOXES TO BE REMOVED AND REPLACED.
5. EXISTING MANHOLE TO REMAIN.

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

GENERAL NOTES:

1. EXISTING WATER MAIN IS TO BE REMOVED IF IT CONFLICTS WITH THE CONSTRUCTION OF THE PROPOSED UTILITIES. ALL WATER MAINS 2' OR FURTHER FROM THE OTHER PROPOSED UTILITY MAINS SHALL BE ABANDONED IN PLACE.
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N

0 40' 80'

PARKHILL, SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

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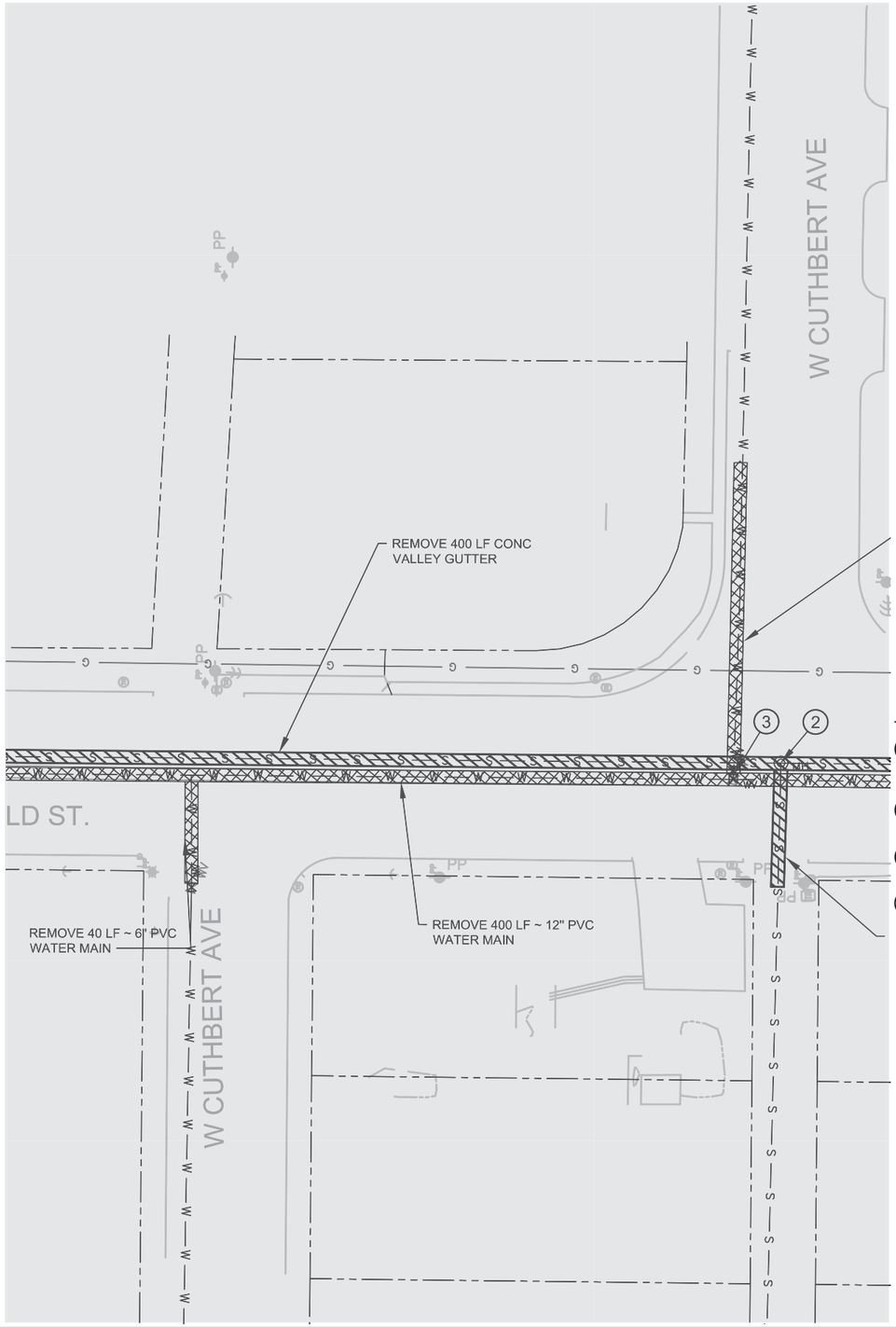
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Engineering Services

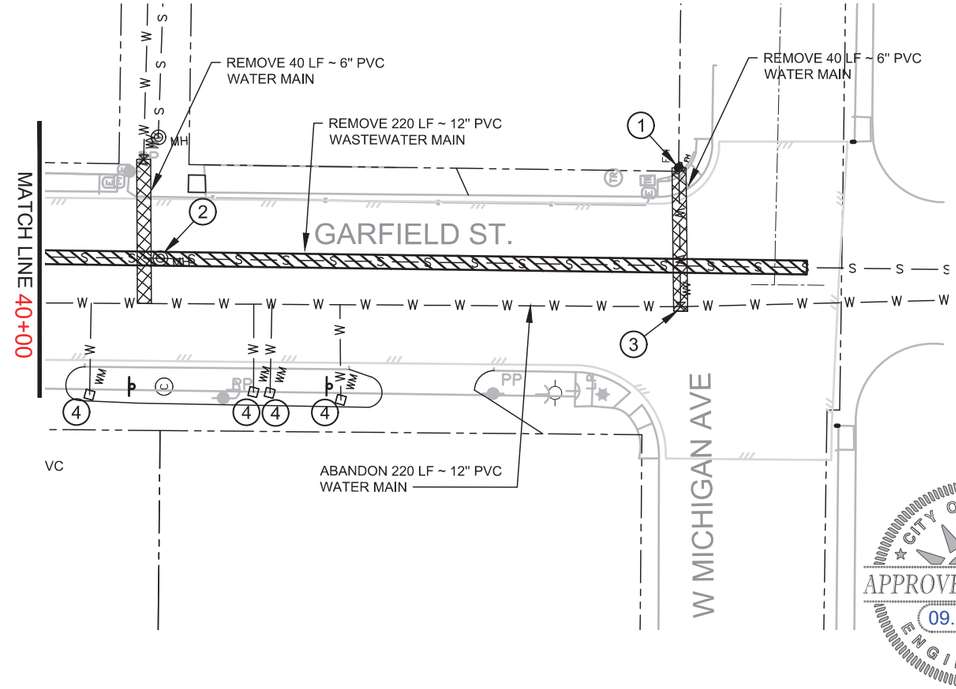
GARFIELD ST. UTILITY IMPROVEMENTS

UTILITY REMOVAL
SHEET 5 of 6

14

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18





KEYED NOTES

1. REMOVE AND SALVAGE FIRE HYDRANT. ALL REMOVED FIRE HYDRANTS TO BE RETURNED TO CITY UTILITIES DEPARTMENT.
2. EXISTING WASTEWATER MANHOLE TO BE REMOVED IN ITS ENTIRETY, INCLUDING THE BASE.
3. ALL VALVES AND VALVE BOXES TO BE REMOVED AND DISPOSED OF UNLESS OTHERWISE NOTED.
4. ALL EXISTING WATER METERS AND WATER METER BOXES TO BE REMOVED AND REPLACED.

GENERAL NOTES:

1. EXISTING WATER MAIN IS TO BE REMOVED IF IT CONFLICTS WITH THE CONSTRUCTION OF THE PROPOSED UTILITIES. ALL WATER MAINS 2' OR FURTHER FROM THE OTHER PROPOSED UTILITY MAINS SHALL BE ABANDONED IN PLACE.
2. EXISTING WASTEWATER PIPE IS TO BE REMOVED IF IT CONFLICTS WITH THE CONSTRUCTION OF THE PROPOSED UTILITIES. ALL REMAINING WASTEWATER PIPE SHALL BE FILLED WITH FLOWABLE FILL AND ABANDONED IN PLACE.
3. EXISTING WASTEWATER MANHOLES SHALL BE REMOVED IN THEIR ENTIRETY, AND EXCAVATED AREA TO BE BACKFILLED TO CITY STANDARDS.

N

0 40' 80'

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09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER ENGINEERING F-5090
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

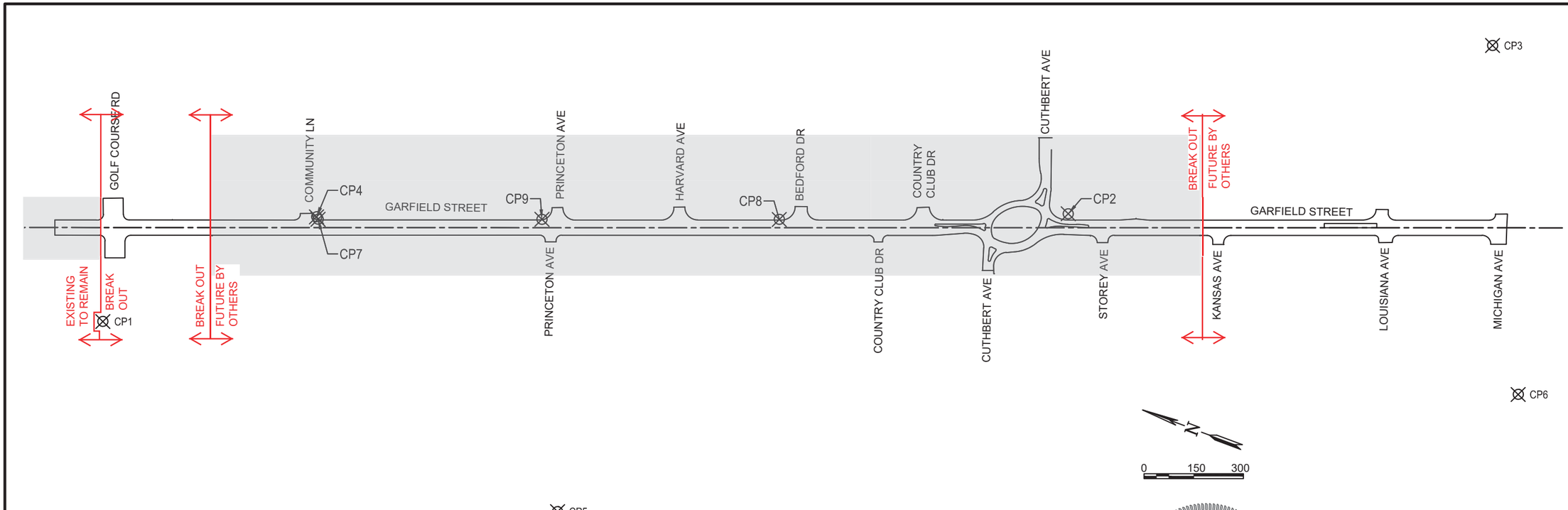
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GARFIELD ST. UTILITY IMPROVEMENTS

UTILITY REMOVAL
SHEET 6 of 6

15

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



EXISTING CORE DATA	
LOCATION	PAVEMENT CORE (IN.)
650 GARFIELD ST	3 3/4
706 GARFIELD ST	4 1/2
823 GARFIELD ST	5
1024 GARFIELD ST	5
1074 GARFIELD ST	5
1204 GARFIELD ST	4 1/2
1349 GARFIELD ST	3 1/2
1460 GARFIELD ST	4
1610 GARFIELD ST	5

BEGINNING CHAIN GARFIELD_ST DESCRIPTION

POINT ALN01 N 10,694,781.99 E 1,748,850.90 STA 100+00.00

COURSE FROM ALN01 TO ALN 02 N 14° 24' 55.23" E DIST 9,800.00'

POINT ALN02 N 10,704,273.45 E 1,746,411.19 STA 198+00.00

ENDING CHAIN GARFIELD_ST DESCRIPTION

CONTROL POINT TABLE

POINT NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP1	10698976.99	1747475.90	2801.29	COM 5540 29 DATUM
CP8	10697077.26	1748286.87	2804.66	COM BM BL-5 2"AC TOC
CP2	10696236.96	1748521.04	2808.74	SPK 2 PK/AW G.FIELD & CUTHBERT
CP9	10697771.21	1748108.74	2802.64	COM BM 2"AC TOC
CP3	10695124.73	1749338.28	2807.12	SPK 9 PK/AW
CP4	10698431.92	1747946.70	2801.18	SPK4 60D/AW G.FIELD & COMMUNITY
CP5	10697502.98	1747255.27	2806.46	SPK 5 1/2"IR/PC
CP6	10694784.09	1748324.64	2812.68	SPK 6 PK/AW KENT&MICHIGAN
CP7	10698425.65	1747940.42	2801.23	COM BM 2" AC TOC

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CHRISTIAN SCHNITKER
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03/13/2020

PARKHILL SMITH & COOPER

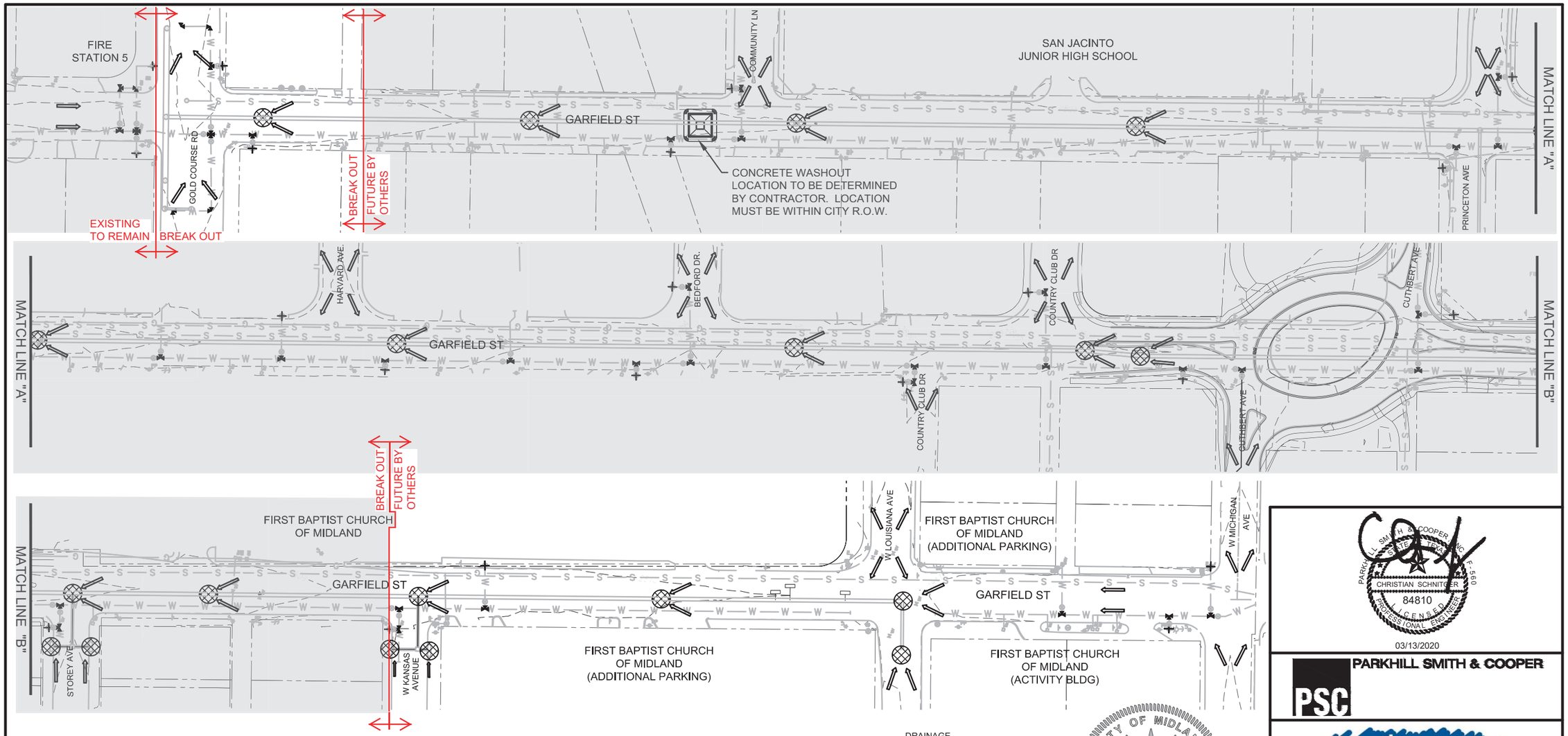
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GARFIELD ST. UTILITY IMPROVEMENTS

GARFIELD ST
HORIZONTAL
ALIGNMENT DATA

16

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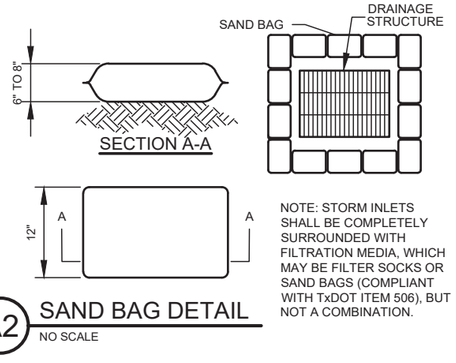


LEGEND

- EXISTING MAJOR CONTOUR (5' INTERVAL)
- EXISTING MINOR CONTOUR (1' INTERVAL)
- CONCRETE WASHOUT (REF. STANDARD CITY DETAIL 704)
- FLOW DIRECTION
- INLET PROTECTION (REF DETAIL A2/THIS SHEET) (FOR CURB INLET, REF. STANDARD CITY DETAIL 714)

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL CLEAN CONSTRUCTION RELATED SEDIMENT FROM THE ROADWAY AT THE END OF EVERY DAY OF CONSTRUCTION.
2. CONTRACTOR SHALL PLACE EXCAVATED TRENCH MATERIAL ON THE UPHILL SIDE OF THE TRENCH DURING CONSTRUCTION.
3. CONTRACTOR SHALL USE SEDIMENT LOGS/WATTLES ALONG UTILITY TRENCH LINES DURING CONSTRUCTION.
4. CONTRACTOR SHALL UTILIZE CATCH BASIN INSERTS FOR PROPOSED GRATE INLETS LOCATED IN THE ROADWAY.



A2 SAND BAG DETAIL
NO SCALE

NOTE: STORM INLETS SHALL BE COMPLETELY SURROUNDED WITH FILTRATION MEDIA, WHICH MAY BE FILTER SOCKS OR SAND BAGS (COMPLIANT WITH TxDOT ITEM 506), BUT NOT A COMBINATION.

CITY OF MIDLAND
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N

0 100' 200'

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER

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Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

EROSION CONTROL PLAN

17

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

FIRE STATION 5

THIS WORK WAS CONSTRUCTED WITH THE NEW FIRE STATION NO. 5 AND IS NO LONGER IN THIS CONTRACT.

12" WATER MAIN
22 SY ~ HMAC
PAVEMENT
REPAIR

INSTALL
(1) 12"x6" TEE (MJxMJ)
(1) 6" GATE VALVE (MJxFL)
13 LF ~ 12" PVC WM
(1) FIRE HYDRANT ASSEMBLY
N = 10698997.65 (FH)
E = 1747822.96 (FH)

WM-A STA: 0+73
INSTALL
(1) 12"x6" TEE (MJxFL)
(1) 6" GATE VALVE (MJxFL)
± 14 LF 6" PVC WM
(1) FIRE HYDRANT ASSEMBLY
N = 10698949.19 (FH)
E = 1747761.61 (FH)

CAUTION
OVERHEAD
ELECTRIC
LINES

BREAK OUT
FUTURE BY
OTHERS

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GARFIELD ST.

PROP. 12" WWM
EX. 12" WWM
PROP. 3'x3' BC
EX. 12" WM
EX. 21" WWM
EX. 12" WL W
PROP. 6'x4' BC
EX. 3'x3' SD
EX. 18" WWM

-1+00
0+00
1+00
2+00
3+00
MATCH LINE 3+00

5'
8'
25'
16'
36'
13'
5'
8'

PROP 12" WM

WL-A STA: 0+30
INSTALL
(1) 12"x12" CROSS (MJxMJ)
(3) 12" GATE VALVE (MJxMJ)
113 LF ~ 12" PVC WM (EAST)
40± LF 12" PVC WM (NORTH)
(4) 12" - 90° BEND
80 LF 12" PVC WM (WEST)
40± LF ~ 12" PVC WM (NORTH)
N = 10698990.76 (CROSS)
E = 1747750.89 (CROSS)

Ⓒ WL-A STA: -0+14
INSTALL
(1) 12" - 22.5° BEND
N = 10699033.02
E = 1747740.02

Ⓓ WL-A STA: -0+36±
CONNECT TO EX.
12" WATER MAIN
VERIFY LOCATION
WITH CITY.

WM-A STA: 0+03
CAUTION
18" WWM CROSSING

ABANDON EX. 12"
WATER MAIN
SECTION

CONNECT TO EX.
12" WATER MAIN
18 LF ~ HMAC
PAVEMENT REPAIR

GOLF COURSE ROAD

NOTE:

1. ALL NEW METERS TO BE 1" AS SHOWN. USE REDUCER AFTER NEW METER IF NEEDED TO CONNECT TO EXISTING PLUMBING PIPE.
2. PRESSURE INDICATOR RINGS ARE REQUIRED FOR ALL FIRE HYDRANTS.

Ⓐ INSTALL:
15 LF ~ 1" WATER SERVICE
REPLACE WATER METER WITH
METER PROVIDED BY CITY.

Ⓑ INSTALL:
52 LF ~ 1" WATER SERVICE
REPLACE WATER METER WITH
METER PROVIDED BY CITY.

Ⓔ WL-A STA: 1+85
(1) 45° BEND (MJxMJ)
7.1 LF - 12" PVC WM
(SOUTHWEST)

WL-A STA: 1+90
(1) 45° BEND (MJxMJ)
CONNECT TO EX. 12"
WATER MAIN

0 40' 80'

SCALE:
H: 1" = 40'
V: 1"= 4'

LEGEND

- EMH = EX. ELECTRIC MANHOLE
- FH = EX. FIRE HYDRANT
- GM = EX. GAS METER
- LP = EX. LIGHT POLE
- MB = EX. MAIL BOX
- PP = EX. POWER POLE
- MH = EX. WASTEWATER MANHOLE
- WM = EX. WATER METER
- WV = EX. WATER VALVE
- X = EX. FENCE LINE
- OE = EX. OVERHEAD ELECTRIC
- G = EX. GAS LINE
- S = EX. WASTEWATER MAIN/ LATERAL
- T = EX. UNDERGROUND TELEPHONE
- W = EX. WATER MAIN/ LATERAL
- = PROP. WATER MAIN/ LATERAL
- = PROP.WATER CROSS
- = PROP. WATER TEE
- = PROP. FIRE HYDRANT
- = PROP. WATER VALVE
- = PROP. 90 DEGREE BEND
- = PROP. 45 DEGREE BEND
- ST = PROP. STORMDRAIN MANHOLE
- S = PROP. WASTE WATER MANHOLE

2804 / 2800 / 2796 / 2792 / 2788

THIS WORK WAS CONSTRUCTED WITH THE NEW FIRE STATION NO.5 AND IS NO LONGER IN THIS CONTRACT.

STA=0+65 12"x8" TEE
STA=0+48 12"x6" TEE
STA=0+17 /STORM DRAIN CROSSING
STA=0+04.22 **CAUTION** 18" WWM CROSSING
STA=0+30 12"x12" CROSS
STA= 0+73 12"x6" TEE
EXISTING GROUND @ PIPE CL
STA=2+03 WATER SERVICE
STA=2+95 WATER SERVICE
30" MIN.
42" MIN.
336 LF ~ 12" PVC (C-900) WATER MAIN
MATCH LINE 3+00
EXISTING 12" WM
17"
13"+ TO TOP OF EX. 18" WW MAIN
BREAK OUT
FUTURE BY OTHERS
TOP OF PROP. WM
PROP. 6'x4' BC FL 2788.5±
2795.20
2795.28
2795.43
2795.58
2795.74

-1+00 0+00 1+00 2+00 3+00

CHRISTIAN SCHNITGER 84810 LICENSED PROFESSIONAL ENGINEER
PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

WATER MAIN
PLAN-PROFILE
STA. -0+40 - STA.3+00

19

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

CITY OF MIDLAND
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09.21.2021
ENGINEERING

FIRST BAPTIST CHRUCH

~CAUTION~ GAS LINE

WM-A STA: 31+67
CAUTION
8" WWM CROSSING

WM-A STA: 33+30
INSTALL
(1) 12"x6" TEE (MJxFL)
(1) 12" GATE VALVE (MJxMJ)
(1) 6" GATE VALVE (MJxFL)
± 56 LF 6" PVC WM
(1) 6" SLEEVE
N = 10695794.62 (TEE)
E = 1748572.61 (TEE)

WM-A STA: 33+42
CAUTION
8" WWM CROSSING

WM-A STA: 34+18
INSTALL
(1) 12"x6" TEE (MJxFL)
(1) 6" GATE VALVE (MJxFL)
± 45 LF 6" PVC WM
(1) FIRE HYDRANT ASSEMBLY
N = 10695720.63 (FH)
E = 1748638.46 (FH)

MATCH LINE 31+00

MATCH LINE 35+00

PROP. 12" WWM

EX. 12" WWM

EX. 12" WM

PROP. 3'x3' SD

PROP. 8" WWM

PROP. 8" WWL

EX. 8" WWL

EX. 8" WWM

EX. 6" WM

KANSAS AVE

PROP. 12" WM

Ⓒ WL-A STA: 32+84
(1) 45° BEND (MJxMJ)
22.6 LF - 12" PVC WM
(SOUTHEAST)

WL-A STA: 33+00
(1) 45° BEND (MJxMJ)
CONNECT TO EX. 12"
WATER MAIN

INSTALL
(1) 6"x6" TEE (MJxFL)
(1) 6" GATE VALVE (MJxFL)
± 10 LF 6" PVC WL
(1) RELOCATED FIRE HYDRANT ASSEMBLY
N = 10695798.84 (FH)
E = 1748548.82 (FH)

RELOCATE EX. FIRE HYDRANT TO NORTHWEST CORNER OF KANSAS AVE. INTERSECTION (AS SHOWN). REMOVE EX. 6" LEAD & PLUG AT MAIN.

CONNECT TO EX. 6" WATER MAIN

FUTURE BY OTHERS

BREAK OUT

~CAUTION~ OVERHEAD ELECTRIC LINES

FIRST BAPTIST CHRUCH
(ADDITIONAL PARKING)

NOTE:

1. ALL NEW METERS TO BE 1" AS SHOWN. USE REDUCER AFTER NEW METER IF NEEDED TO CONNECT TO EXISTING PLUMBING PIPE.
2. PRESSURE INDICATOR RINGS ARE REQUIRED FOR ALL FIRE HYDRANTS.

Ⓐ INSTALL:
15 LF ~ 1" WATER SERVICE
REPLACE WATER METER WITH METER PROVIDED BY CITY.

Ⓑ INSTALL:
52 LF ~ 1" WATER SERVICE
REPLACE WATER METER WITH METER PROVIDED BY CITY.

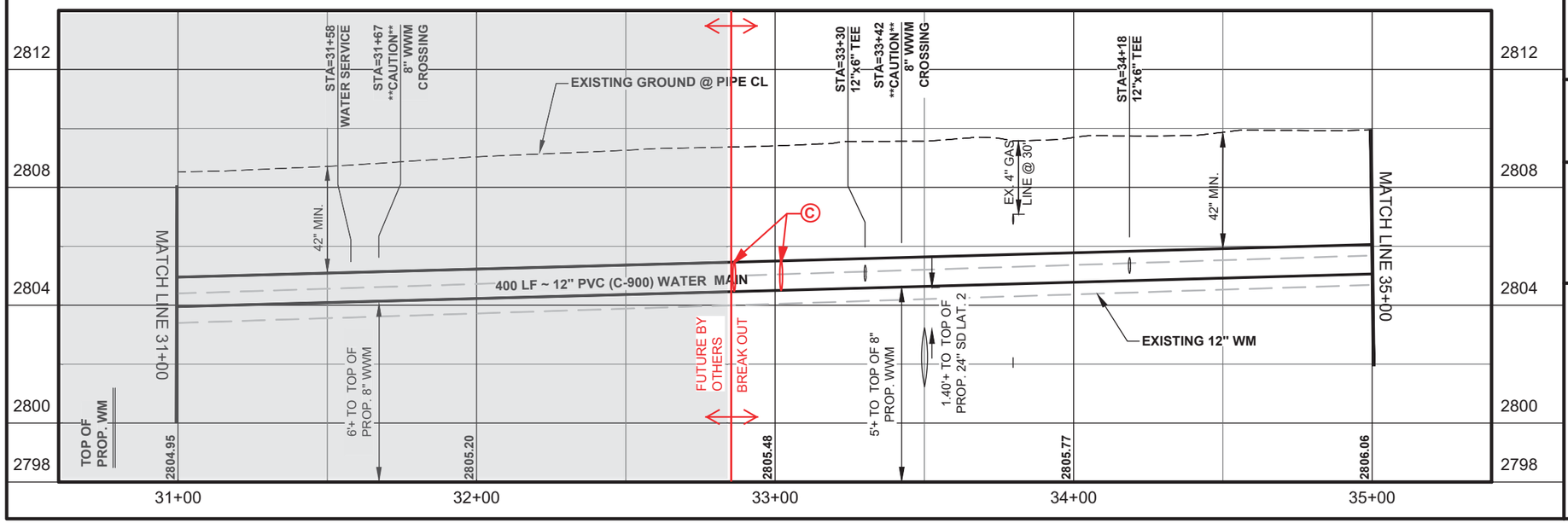
LEGEND

- EMH = EX. ELECTRIC MANHOLE
- FH = EX. FIRE HYDRANT
- GM = EX. GAS METER
- LP = EX. LIGHT POLE
- MB = EX. MAIL BOX
- PP = EX. POWER POLE
- MH = EX. WASTEWATER MANHOLE
- WM = EX. WATER METER
- WV = EX. WATER VALVE
- X = EX. FENCE LINE
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- W = EX. WATER MAIN/ LATERAL
- = PROP. WATER MAIN/ LATERAL
- = PROP.WATER CROSS
- = PROP. WATER TEE
- = PROP. FIRE HYDRANT
- = PROP. WATER VALVE
- = PROP. 90 DEGREE BEND
- = PROP. 45 DEGREE BEND
- SD = PROP. STORMDRAIN MANHOLE
- S = PROP. WASTE WATER MANHOLE

N

0 40' 80'

SCALE:
H: 1" = 40'
V: 1"= 4'



CHRISTIAN SCHNITGER
84810
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PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-695
03/13/2020

PARKHILL SMITH & COOPER

PSC

MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

WATER MAIN
PLAN-PROFILE
STA. 31+00 - STA. 35+00

27

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

CITY OF MIDLAND
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09.21.2021
ENGINEERING

FIRST BAPTIST CHURCH
OF MIDLAND

GARFIELD ST.

MATCH LINE 35+00

MATCH LINE 39+00

PROP. 12" WWM

EX. 12" WWM

PROP. 3'x3' SD

EX. 12" WM

PROP. 12" WM

11'

13'

16'

8'

8'

8'

36+00

37+00

38+00

39+00

WM-A STA: 38+83
REMOVE EX.
12" - 45° BEND
CONNECT EX. WATER MAIN TO
PROP. WATER MAIN
N = 10695259.08
E = 1748710.36

WM-A STA: 37+96
REMOVE EX.
12" - 45° BEND
CONNECT TO EX. WATER MAIN
N = 10695343.82
E = 1748688.56

EX. 8" WM
EX. 20" WM

LOUISIANA AVE

NOTE:

1. **ALL NEW METERS TO BE 1" AS SHOWN. USE REDUCER AFTER NEW METER IF NEEDED TO CONNECT TO EXISTING PLUMBING PIPE.**
2. **PRESSURE INDICATOR RINGS ARE REQUIRED FOR ALL FIRE HYDRANTS.**

Ⓐ **INSTALL:**
15 LF ~ 1" WATER SERVICE
REPLACE WATER METER WITH METER PROVIDED BY CITY.

Ⓑ **INSTALL:**
52 LF ~ 1" WATER SERVICE
REPLACE WATER METER WITH METER PROVIDED BY CITY.

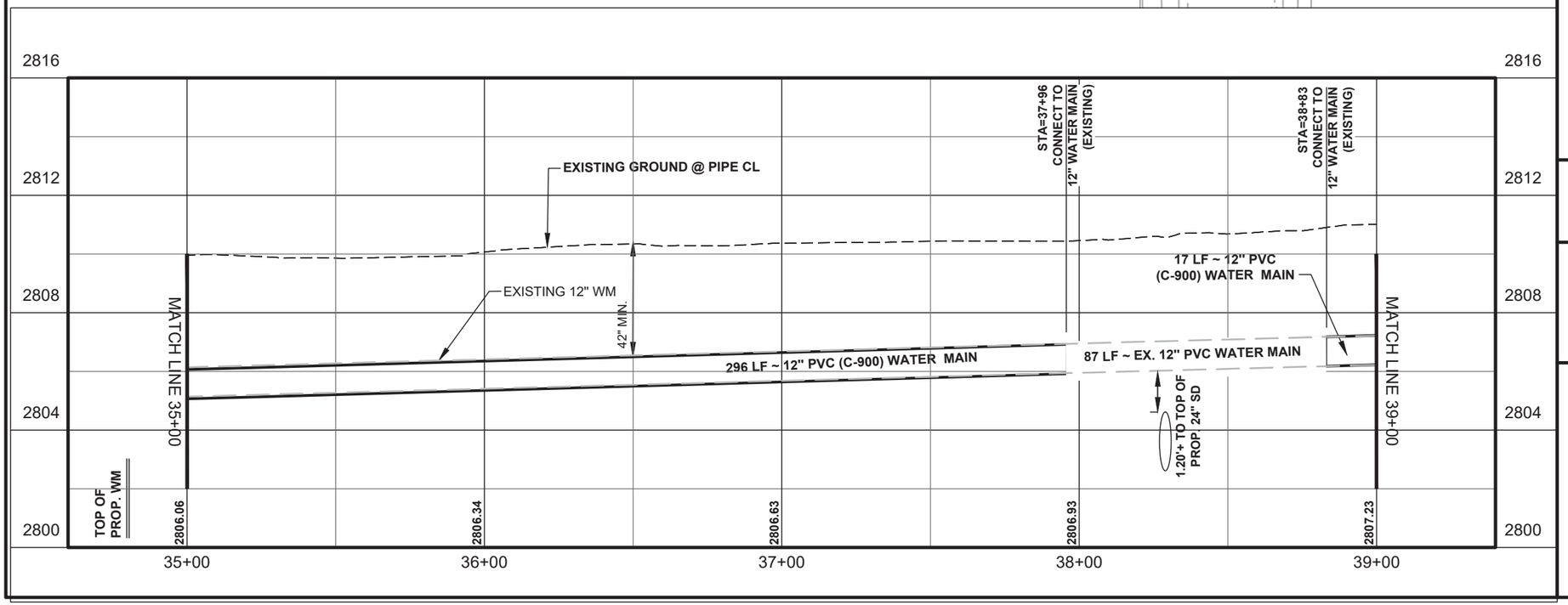
LEGEND

- EMH = EX. ELECTRIC MANHOLE
- FH = EX. FIRE HYDRANT
- GM = EX. GAS METER
- LP = EX. LIGHT POLE
- MB = EX. MAIL BOX
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- = PROP. WATER MAIN/ LATERAL
- = PROP.WATER CROSS
- = PROP. WATER TEE
- = PROP. FIRE HYDRANT
- = PROP. WATER VALVE
- = PROP. 90 DEGREE BEND
- = PROP. 45 DEGREE BEND
- SD = PROP. STORMDRAIN MANHOLE
- S = PROP. WASTE WATER MANHOLE

N

0 40' 80'

SCALE:
H: 1" = 40'
V: 1"= 4'



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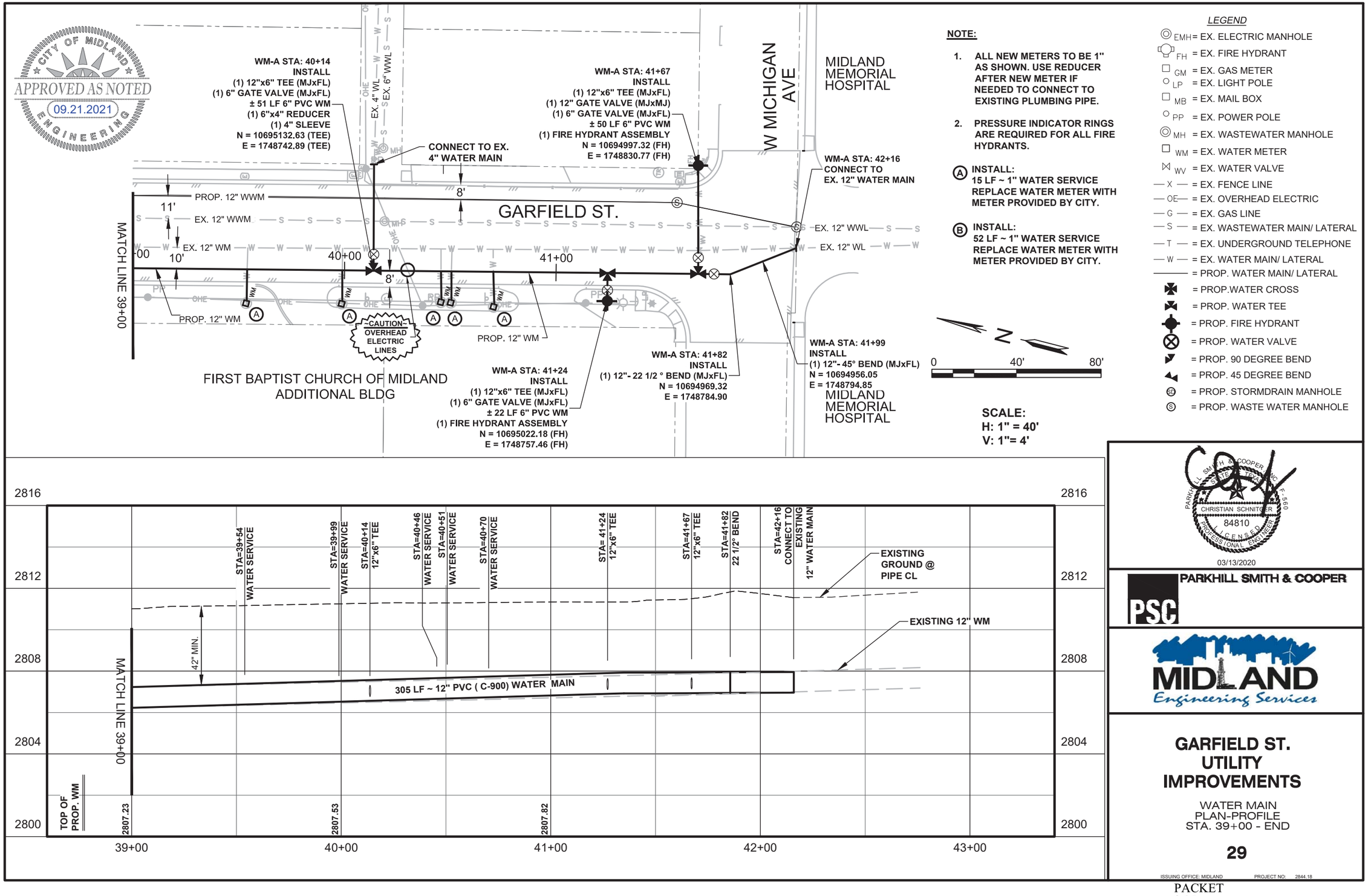
GARFIELD ST. UTILITY IMPROVEMENTS

WATER MAIN
PLAN-PROFILE
STA. 35+00 - STA. 39+00

28

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

CITY OF MIDLAND
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NOTE:

1. **ALL NEW METERS TO BE 1" AS SHOWN. USE REDUCER AFTER NEW METER IF NEEDED TO CONNECT TO EXISTING PLUMBING PIPE.**
2. **PRESSURE INDICATOR RINGS ARE REQUIRED FOR ALL FIRE HYDRANTS.**

(A) INSTALL:
15 LF ~ 1" WATER SERVICE REPLACE WATER METER WITH METER PROVIDED BY CITY.

(B) INSTALL:
52 LF ~ 1" WATER SERVICE REPLACE WATER METER WITH METER PROVIDED BY CITY.

LEGEND

- EMH = EX. ELECTRIC MANHOLE
- FH = EX. FIRE HYDRANT
- GM = EX. GAS METER
- LP = EX. LIGHT POLE
- MB = EX. MAIL BOX
- PP = EX. POWER POLE
- MH = EX. WASTEWATER MANHOLE
- WM = EX. WATER METER
- WV = EX. WATER VALVE
- — X — = EX. FENCE LINE
- — OE — = EX. OVERHEAD ELECTRIC
- — G — = EX. GAS LINE
- — S — = EX. WASTEWATER MAIN/ LATERAL
- — T — = EX. UNDERGROUND TELEPHONE
- — W — = EX. WATER MAIN/ LATERAL
- ——— = PROP. WATER MAIN/ LATERAL
- = PROP.WATER CROSS
- = PROP. WATER TEE
- = PROP. FIRE HYDRANT
- = PROP. WATER VALVE
- = PROP. 90 DEGREE BEND
- = PROP. 45 DEGREE BEND
- (SD) = PROP. STORMDRAIN MANHOLE
- (S) = PROP. WASTE WATER MANHOLE

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03/13/2020

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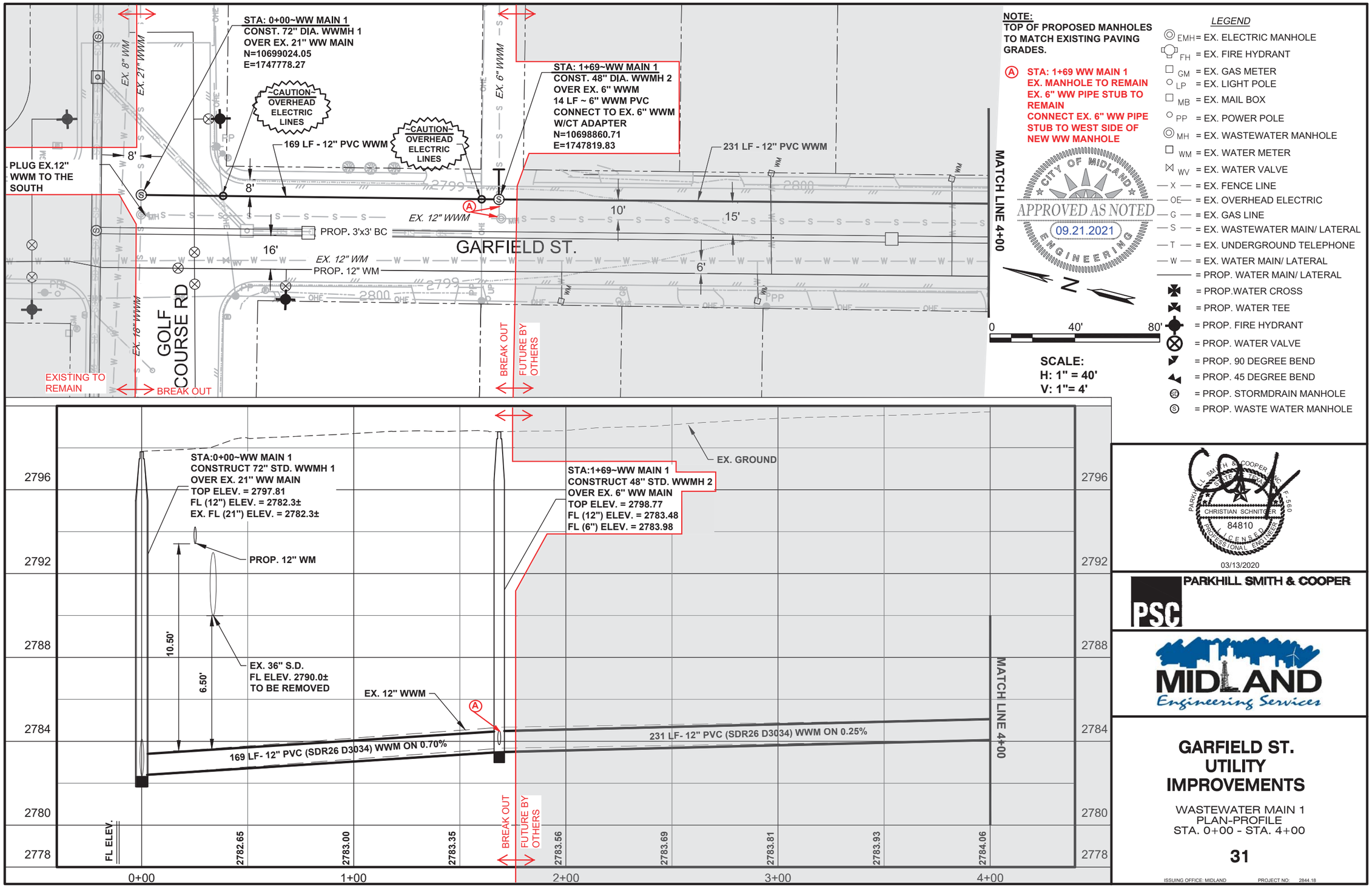
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GARFIELD ST. UTILITY IMPROVEMENTS

WATER MAIN
PLAN-PROFILE
STA. 39+00 - END

29

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



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03/13/2020

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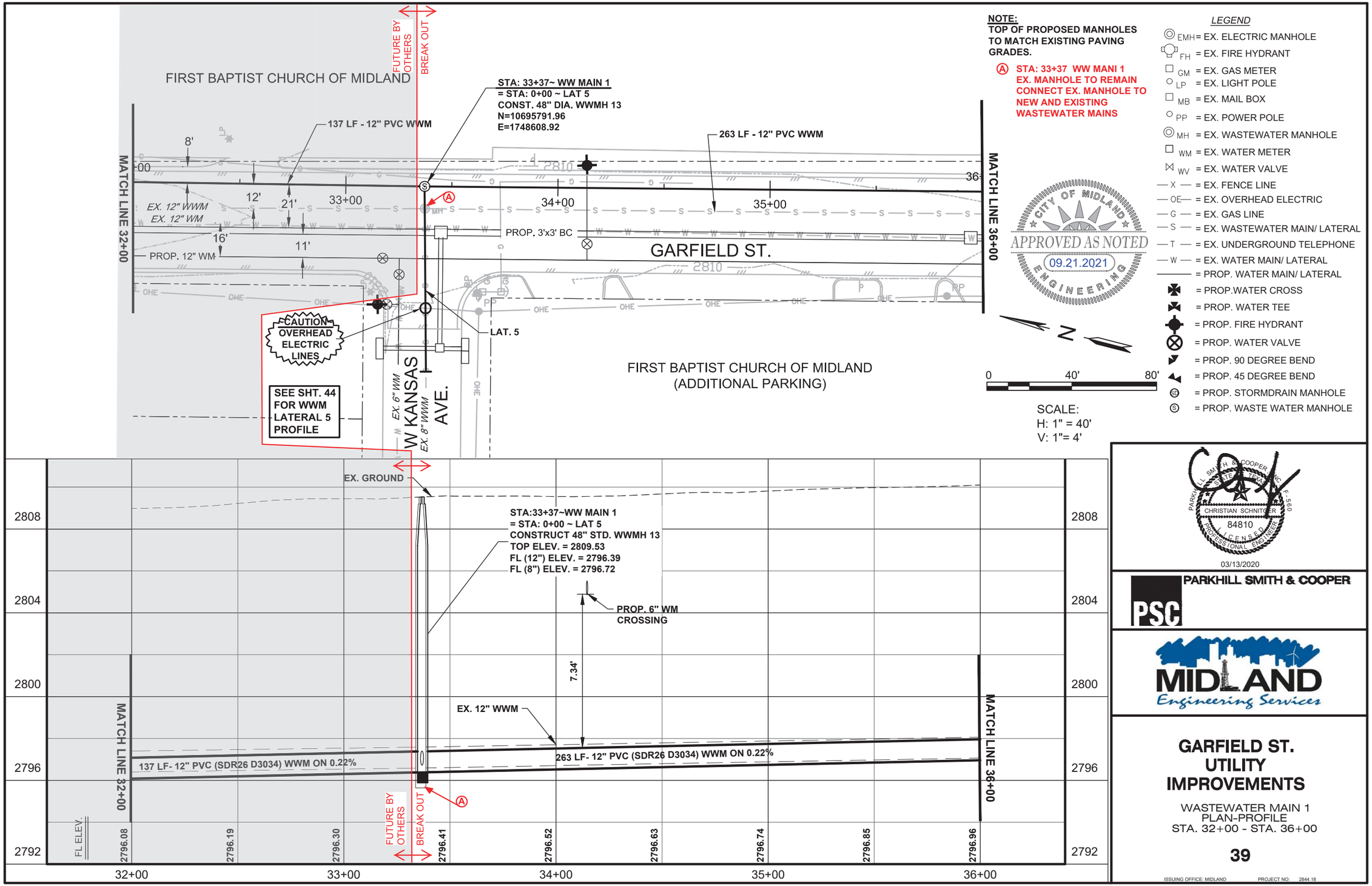
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GARFIELD ST. UTILITY IMPROVEMENTS

WASTEWATER MAIN 1
PLAN-PROFILE
STA. 0+00 - STA. 4+00

31

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



NOTE:
TOP OF PROPOSED MANHOLES TO MATCH EXISTING PAVING GRADES.

Ⓐ **STA: 33+37 WW MANI 1 EX. MANHOLE TO REMAIN CONNECT EX. MANHOLE TO NEW AND EXISTING WASTEWATER MAINS**

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

0 40' 80'

SCALE:
H: 1" = 40'
V: 1"= 4'

LEGEND

- EMH = EX. ELECTRIC MANHOLE
- FH = EX. FIRE HYDRANT
- GM = EX. GAS METER
- LP = EX. LIGHT POLE
- MB = EX. MAIL BOX
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- ——— = PROP. WATER MAIN/ LATERAL
- = PROP.WATER CROSS
- = PROP. WATER TEE
- = PROP. FIRE HYDRANT
- = PROP. WATER VALVE
- = PROP. 90 DEGREE BEND
- = PROP. 45 DEGREE BEND
- SD = PROP. STORMDRAIN MANHOLE
- S = PROP. WASTE WATER MANHOLE

PARKHILL SMITH & COOPER ENGINEERS & PLANNERS TEXAS F-560
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

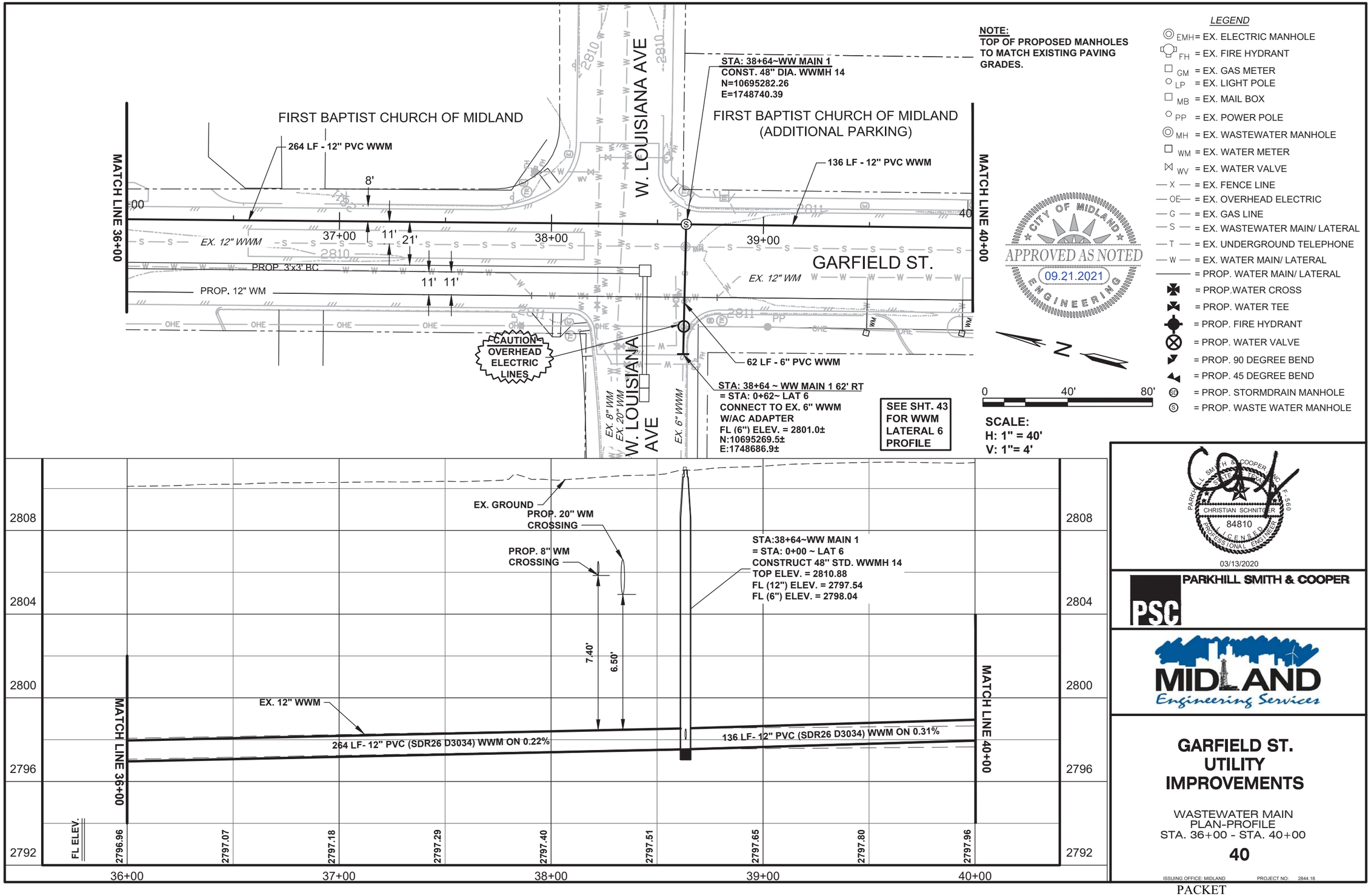
MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

WASTEWATER MAIN 1
PLAN-PROFILE
STA. 32+00 - STA. 36+00

39

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER

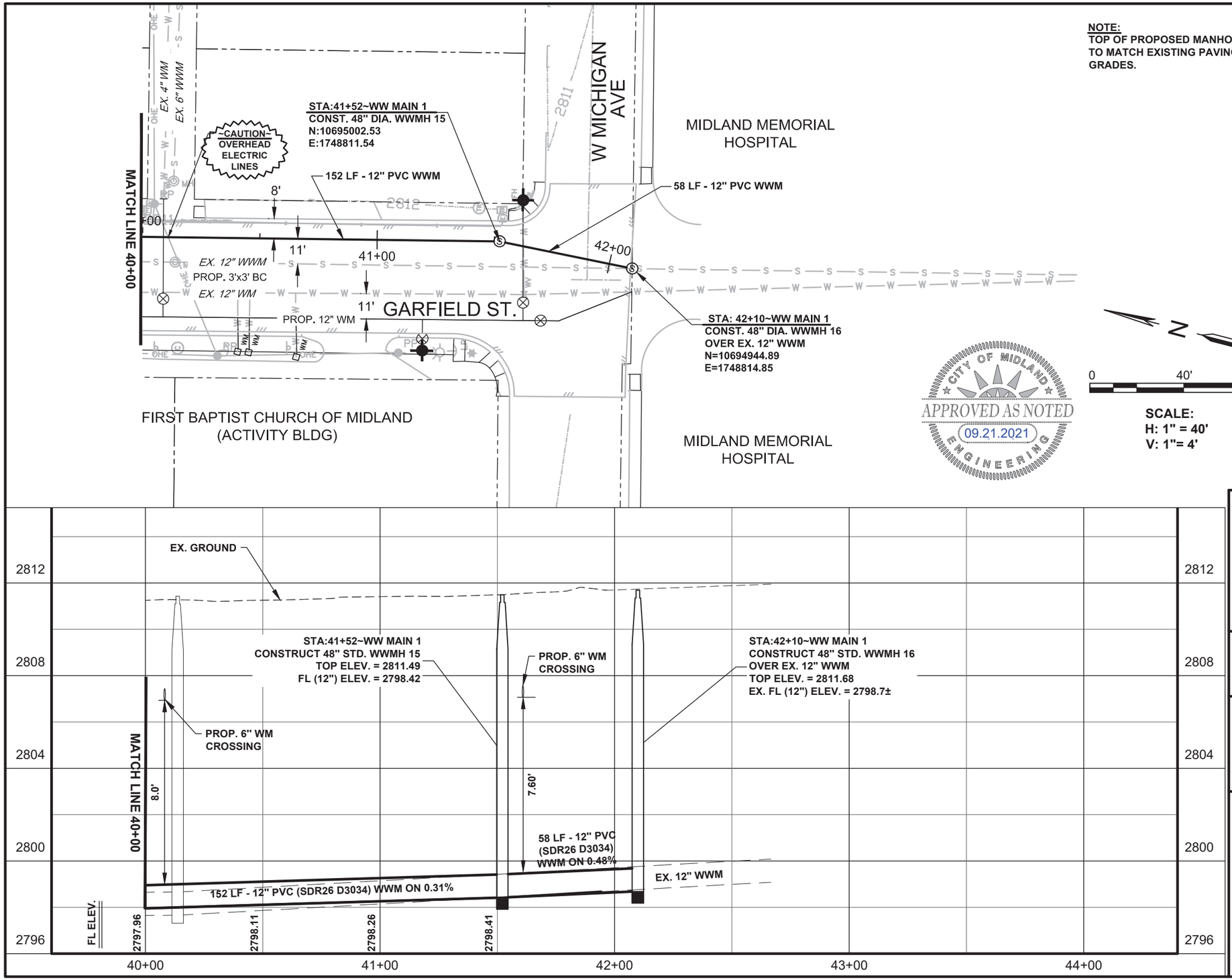
MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

WASTEWATER MAIN
PLAN-PROFILE
STA. 36+00 - STA. 40+00

40

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



NOTE:
TOP OF PROPOSED MANHOLES TO MATCH EXISTING PAVING GRADES.

LEGEND

- EMH = EX. ELECTRIC MANHOLE
- FH = EX. FIRE HYDRANT
- GM = EX. GAS METER
- LP = EX. LIGHT POLE
- MB = EX. MAIL BOX
- PP = EX. POWER POLE
- MH = EX. WASTEWATER MANHOLE
- WM = EX. WATER METER
- WV = EX. WATER VALVE
- — X — = EX. FENCE LINE
- — OE — = EX. OVERHEAD ELECTRIC
- — G — = EX. GAS LINE
- — S — = EX. WASTEWATER MAIN/ LATERAL
- — T — = EX. UNDERGROUND TELEPHONE
- — W — = EX. WATER MAIN/ LATERAL
- ——— = PROP. WATER MAIN/ LATERAL
- = PROP.WATER CROSS
- = PROP. WATER TEE
- = PROP. FIRE HYDRANT
- = PROP. WATER VALVE
- = PROP. 90 DEGREE BEND
- = PROP. 45 DEGREE BEND
- = PROP. STORMDRAIN MANHOLE
- = PROP. WASTE WATER MANHOLE

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

N

0 40' 80'

SCALE:
H: 1" = 40'
V: 1"= 4'

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-5590
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

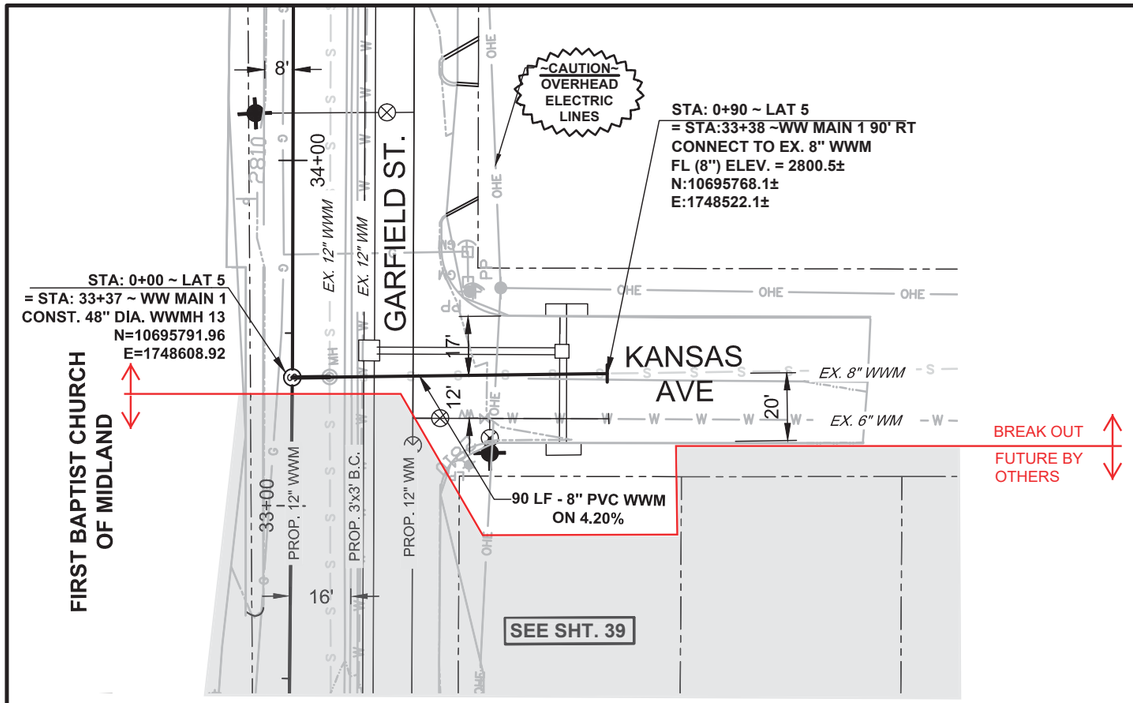
MIDLAND
Engineering Services

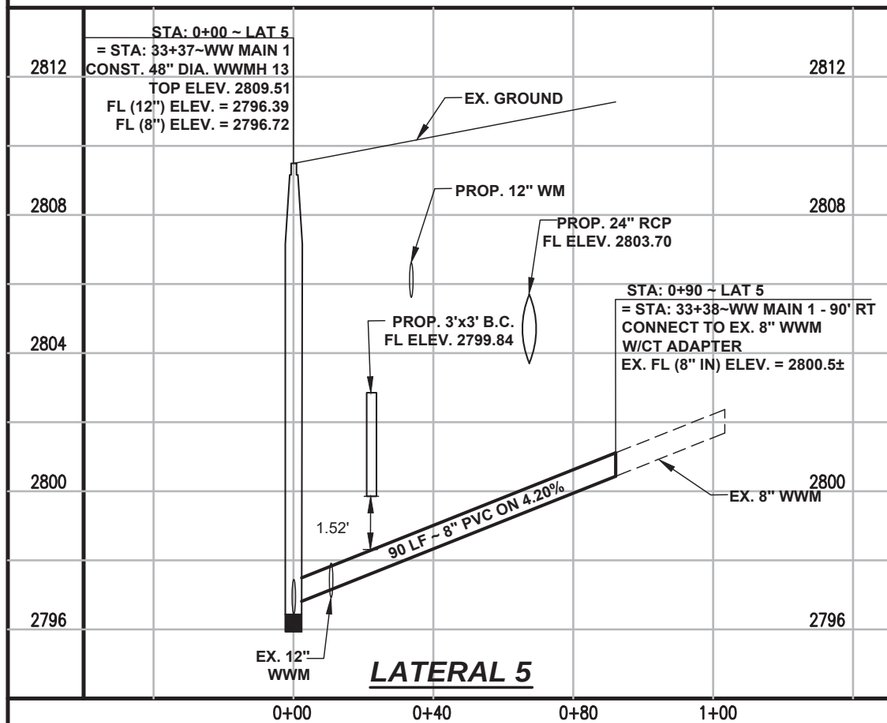
GARFIELD ST. UTILITY IMPROVEMENTS

WASTEWATER MAIN 1
PLAN-PROFILE
STA. 40+00 - STA.41+97

41

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18





LATERAL 5

LEGEND

- EMH = EX. ELECTRIC MANHOLE
- FH = EX. FIRE HYDRANT
- GM = EX. GAS METER
- LP = EX. LIGHT POLE
- MB = EX. MAIL BOX
- PP = EX. POWER POLE
- MH = EX. WASTEWATER MANHOLE
- WM = EX. WATER METER
- WV = EX. WATER VALVE
- — X — = EX. FENCE LINE
- — OE — = EX. OVERHEAD ELECTRIC
- — G — = EX. GAS LINE
- — S — = EX. WASTEWATER MAIN/ LATERAL
- — T — = EX. UNDERGROUND TELEPHONE
- — W — = EX. WATER MAIN/ LATERAL
- ——— = PROP. WATER MAIN/ LATERAL
- = PROP.WATER CROSS
- = PROP. WATER TEE
- = PROP. FIRE HYDRANT
- = PROP. WATER VALVE
- = PROP. 90 DEGREE BEND
- = PROP. 45 DEGREE BEND
- = PROP. STORMDRAIN MANHOLE
- = PROP. WASTE WATER MANHOLE

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

N

0 40' 80'

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

WASTEWATER LATERAL 5
PLAN-PROFILE

44

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

SEE SHEET 55 FOR GOLF COURSE ROAD STORM DRAIN SD-2

FUTURE BY OTHERS

BREAK OUT

STA. 1+00~SD MAIN 1
INSTALL
TYPE 'C' MANHOLE
W/ STD. GRATED
SD COVER NO. 1
N: 10698943.32
E: 1747781.19

1 - 6'X6' JUNCTION BOX

100 LF - 3'x3'
BC @ 0.75%

275 LF - 3'x3'
BC @ 0.25%

25 LF - 3'x3'
BC @ 0.25%

PROP. 12" WWM

EX. 12" WWM

SD MAIN 2

EX. 36" SD

GARFIELD ST.

GOLF COURSE ROAD

EX. 12" WM

PROP. 12" WM

EX. 18" WWM

PROP. 12" WM

53'

58'

0+00

1+00

1+88

2+00

3+00

4+00

23'

17'

MATCHLINE STA. 4+00

~CAUTION~ OVERHEAD ELECTRIC LINES

~CAUTION~ OVERHEAD ELECTRIC LINES

~CAUTION~ OVERHEAD ELECTRIC LINES

STA. 0+00~SD MAIN 1
STA. 0+91 ~ SD MAIN 2
CONSTRUCT 7'x7'
JUNCTION BOX
TOP ELEV. = 2798.33
FL (3'x3' BC) ELEV. = 2789.50
FL (54") ELEV. = 2788.50

① STA. 0+10
PROP. 12" WM
CROSSING
SD TP - 2792.91
WL TL - 2794.5±

② STA. 0+21
EX. 18" WWM
CROSSING
SD FL - 2789.66
WWL TP - 2784.3±

STA. 3+75~SD MAIN 1
INSTALL
TYPE 'C' MANHOLE
W/ STD. GRATED
SD COVER NO. 2
N: 10698676.94
E: 1747849.51

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

N

0 40' 80'

SCALE:
H: 1" = 40'
V: 1"= 4'

LEGEND

- EMH = EX. ELECTRIC MANHOLE
- FH = EX. FIRE HYDRANT
- GM = EX. GAS METER
- LP = EX. LIGHT POLE
- MB = EX. MAIL BOX
- PP = EX. POWER POLE
- MH = EX. WASTEWATER MANHOLE
- WM = EX. WATER METER
- WV = EX. WATER VALVE
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- = PROP. WATER TEE
- = PROP. FIRE HYDRANT
- = PROP. WATER VALVE
- = PROP. 90 DEGREE BEND
- = PROP. 45 DEGREE BEND
- = PROP. STORMDRAIN MANHOLE
- = PROP. WASTE WATER MANHOLE

STA.0+00~SD MAIN 1
=STA.0+91~SD MAIN 2
CONSTRUCT 7'x7'
JUNCTION BOX
TOP ELEV. = 2798.33
FL (3'x3' BC) ELEV. = 2789.50
FL (54") ELEV. = 2788.50

STA.1+00~SD MAIN 1
INSTALL TYPE 'C' MANHOLE
W/ STD. GRATED SD COVER
NO. 1
TOP ELEV. = 2798.16
FL (3'x3' BC) ELEV. = 2790.25

STA.3+75~SD MAIN 1
INSTALL TYPE 'C' MANHOLE
W/ STD. GRATED SD COVER
NO. 2
TOP ELEV. = 2799.26
FL (3'x3' BC) ELEV. = 2790.94

1 - 6'X6' JUNCTION BOX

PROP. 12" WM
FL 2794.5±

1.59'

6'x4' BC

100 LF 3'x3' BC
@ 0.75%

275 LF 3'x3' BC
@ 0.25%

25 LF
3'x3' BC
@ 0.25%

MATCHLINE STA. 4+00

Q_{FULL} = 79.67 CFS
V_{FULL} = 9.07 FPS

Q_{FULL} = 46.00 CFS
V_{FULL} = 5.24 FPS

4.86'

EX. 18" WWM
TP 2784.3±

BREAK OUT

FUTURE BY OTHERS

FL ELEV.

2789.87 2790.25 2790.36 2790.49 2790.61 2790.74 2790.87 2790.99

2800 2796 2792 2788 2784

0+00 1+00 2+00 3+00 4+00

CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560

03/13/2020

PARKHILL SMITH & COOPER

PSC

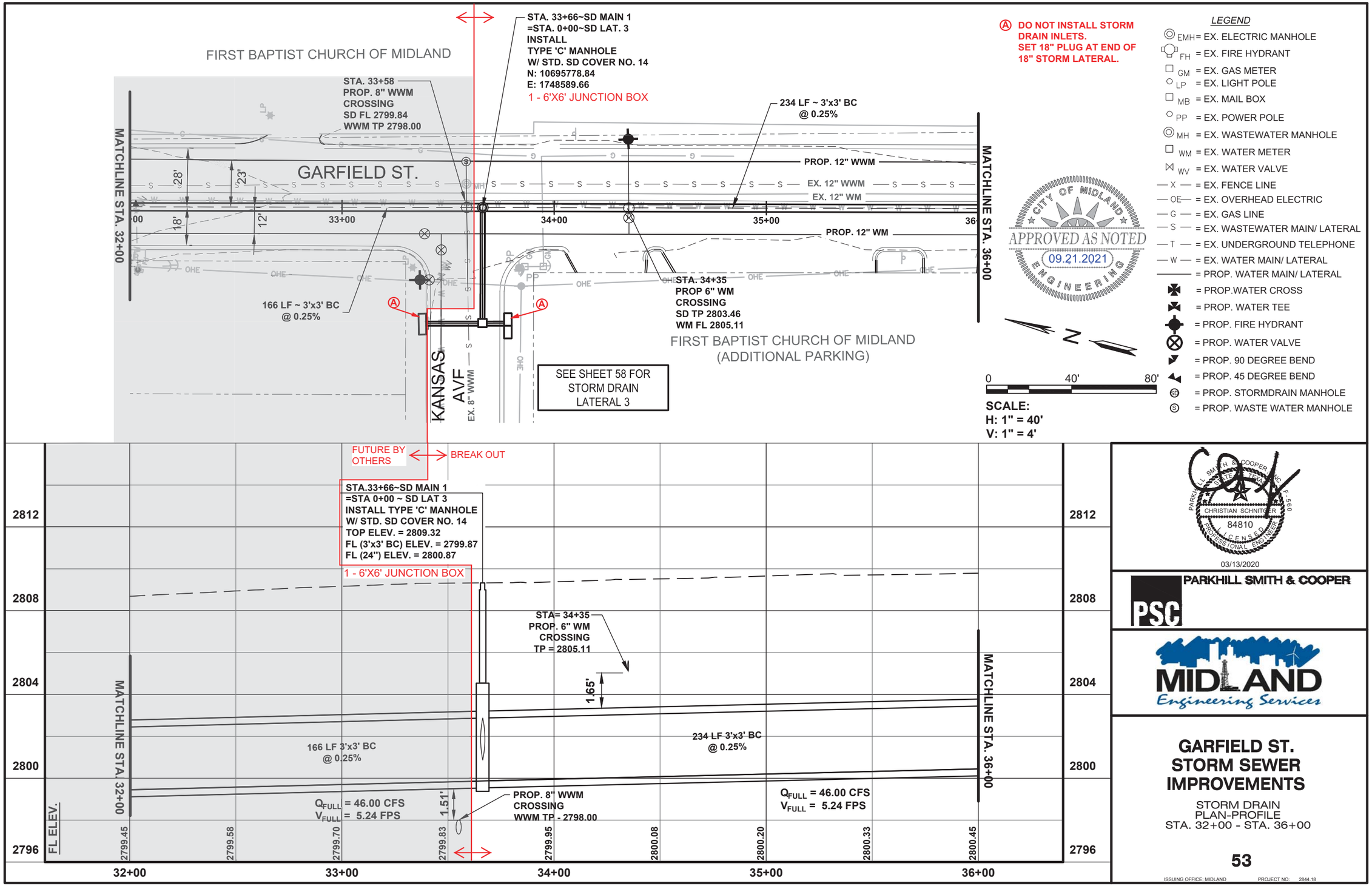
MIDLAND
Engineering Services

GARFIELD ST. STORM SEWER IMPROVEMENTS

STORM DRAIN
PLAN-PROFILE
STA. 0+00 - STA. 4+00

45

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-590
03/13/2020

PARKHILL SMITH & COOPER

PSC

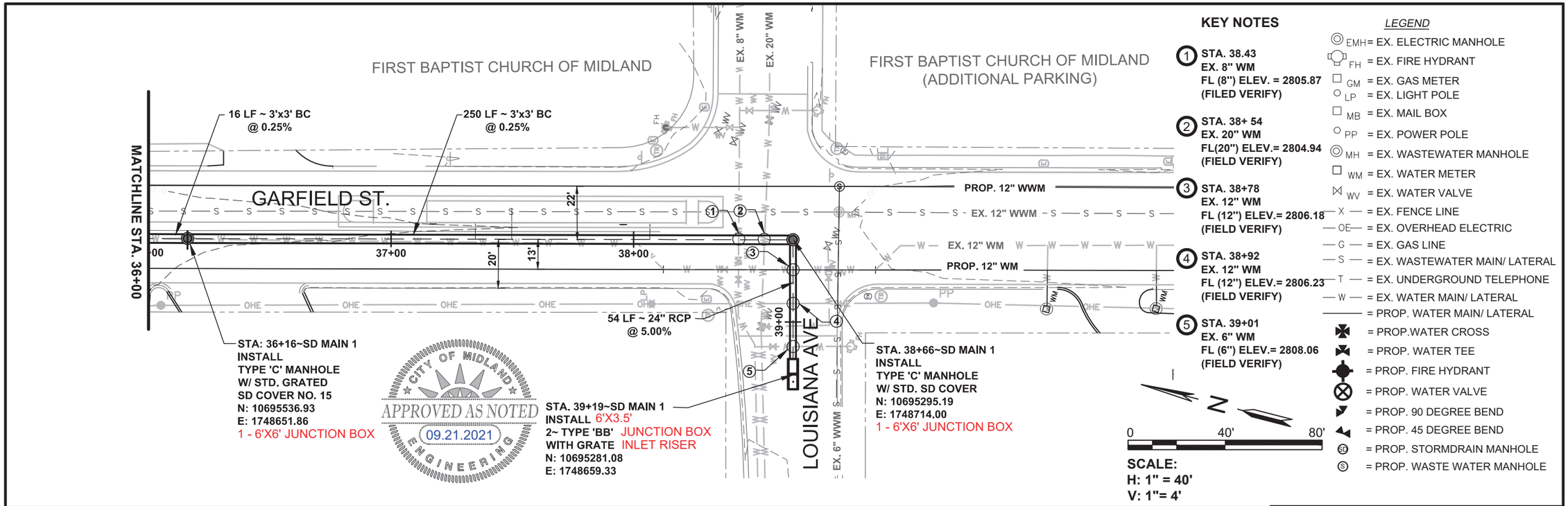
MIDLAND
Engineering Services

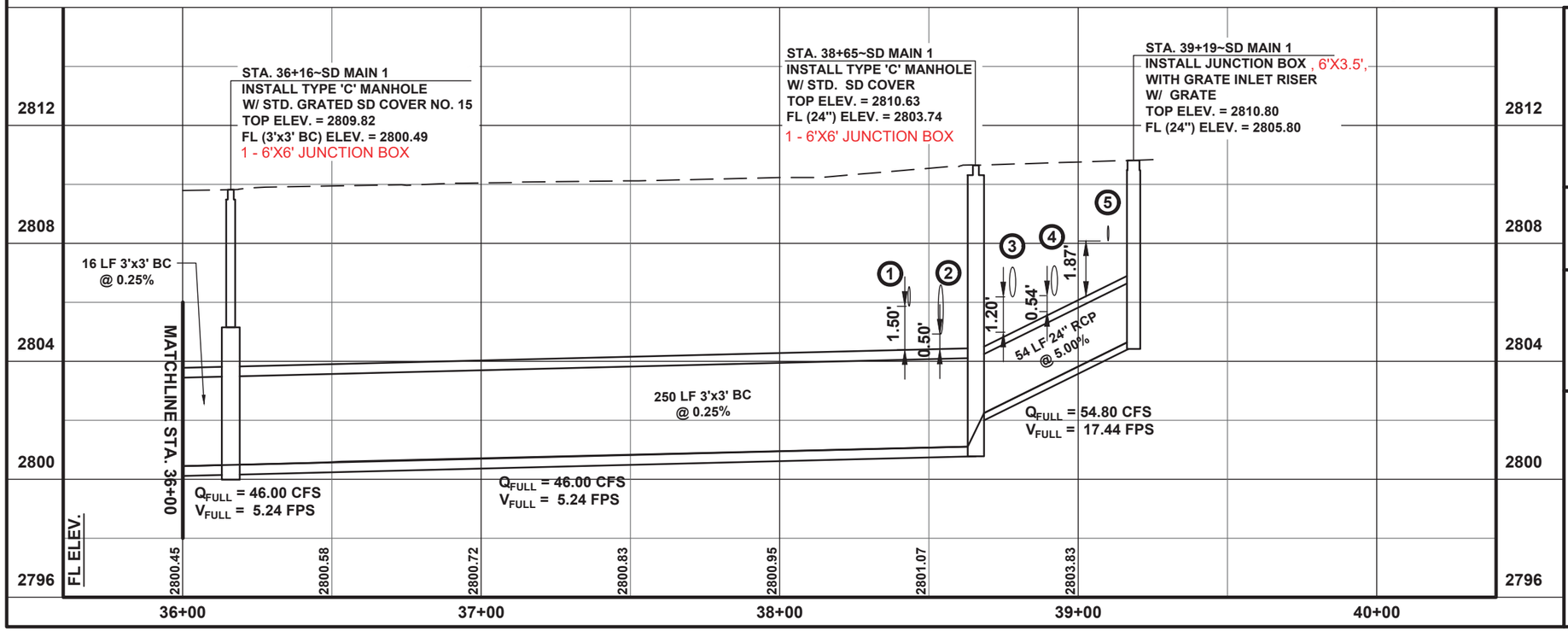
GARFIELD ST. STORM SEWER IMPROVEMENTS

STORM DRAIN
PLAN-PROFILE
STA. 32+00 - STA. 36+00

53

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18





PARKHILL SMITH & COOPER ENGINEERS & PLANNERS TEXAS F-560
CHRISTIAN SCHNITKER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

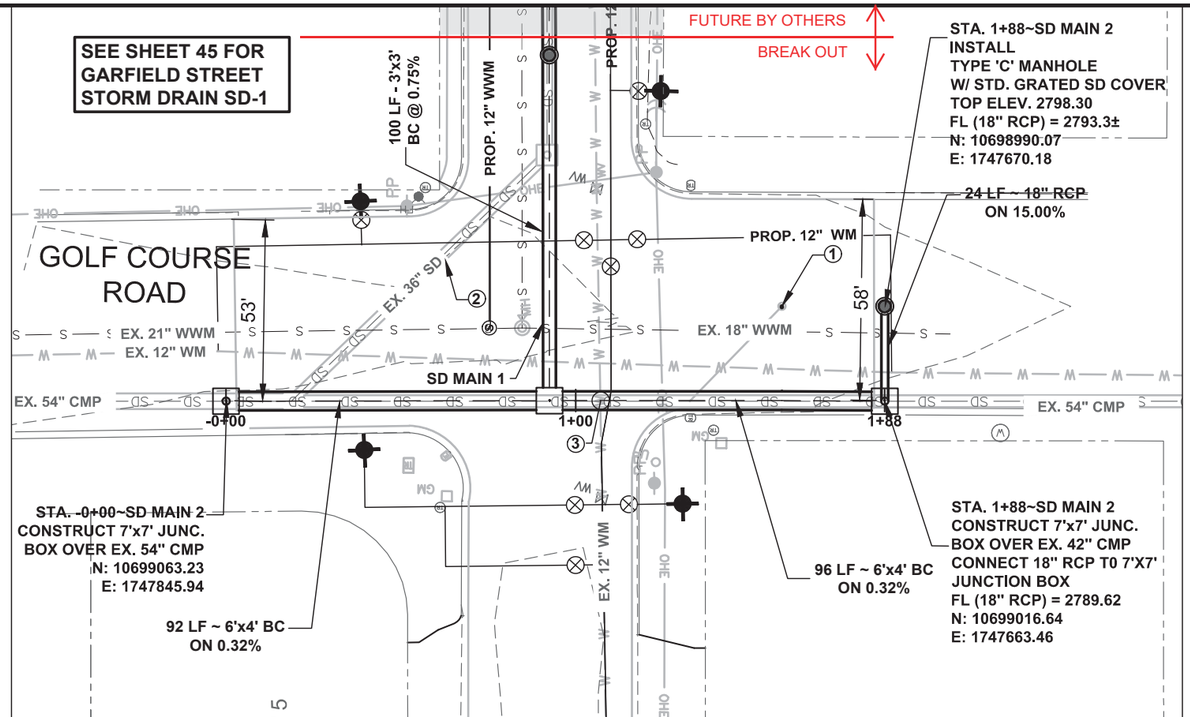
MIDLAND
Engineering Services

GARFIELD ST. STORM SEWER IMPROVEMENTS

STORM DRAIN
PLAN-PROFILE
STA. 36+00 - STA. 39+19

54

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



1. REMOVE EX. STORM DRAIN INLET AND STORM DRAIN PIPE.
2. REMOVE EX. STORM DRAIN INLET AND EX. 36" STORM DRAIN PIPE.
3. STA. 1+08
   PROP. 12" WM
   CROSSING
   SD TP = 2793.53
   WM FL = 2794.16

LEGEND

- EMH = EX. ELECTRIC MANHOLE
- FH = EX. FIRE HYDRANT
- GM = EX. GAS METER
- LP = EX. LIGHT POLE
- MB = EX. MAIL BOX
- PP = EX. POWER POLE
- MH = EX. WASTEWATER MANHOLE
- WM = EX. WATER METER
- WV = EX. WATER VALVE
- X = EX. FENCE LINE
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- G = EX. GAS LINE
- S = EX. WASTEWATER MAIN/ LATERAL
- T = EX. UNDERGROUND TELEPHONE
- W = EX. WATER MAIN/ LATERAL
- = PROP. WATER MAIN/ LATERAL
- = PROP.WATER CROSS
- = PROP. WATER TEE
- = PROP. FIRE HYDRANT
- = PROP. WATER VALVE
- = PROP. 90 DEGREE BEND
- = PROP. 45 DEGREE BEND
- = PROP. STORMDRAIN MANHOLE
- = PROP. WASTE WATER MANHOLE

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

N

0 40' 80'

SCALE:
H: 1" = 40'
V: 1"= 4'

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-5090
CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

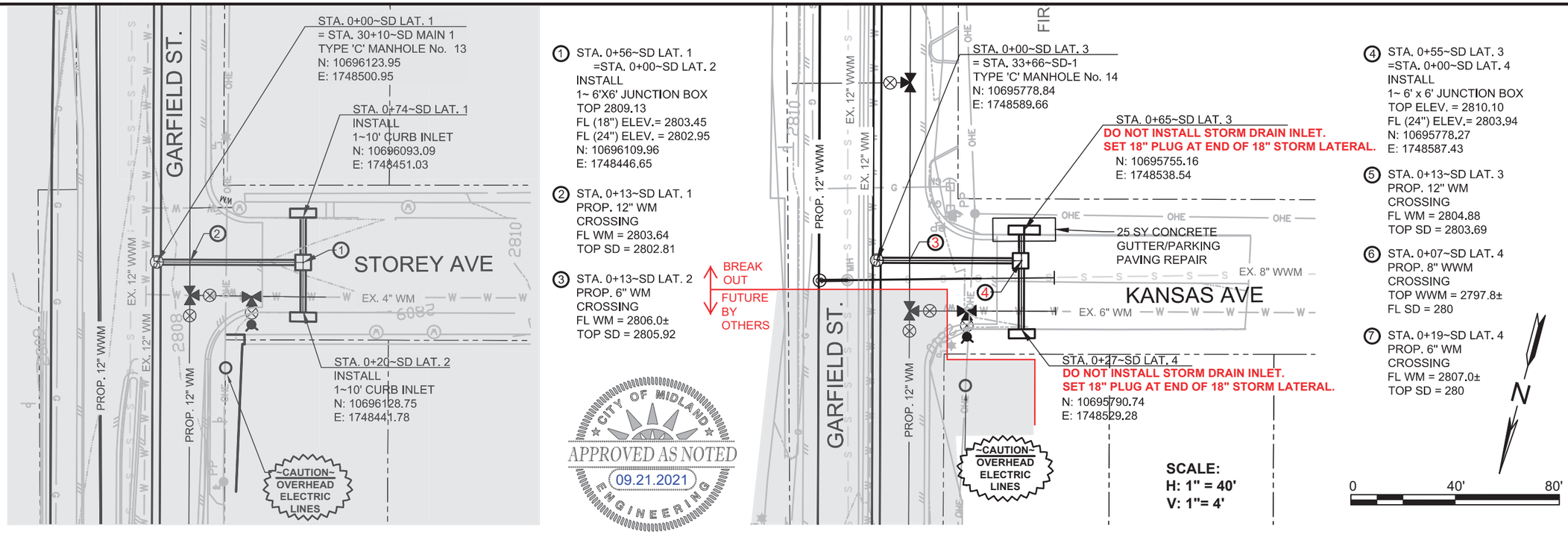
MIDLAND
Engineering Services

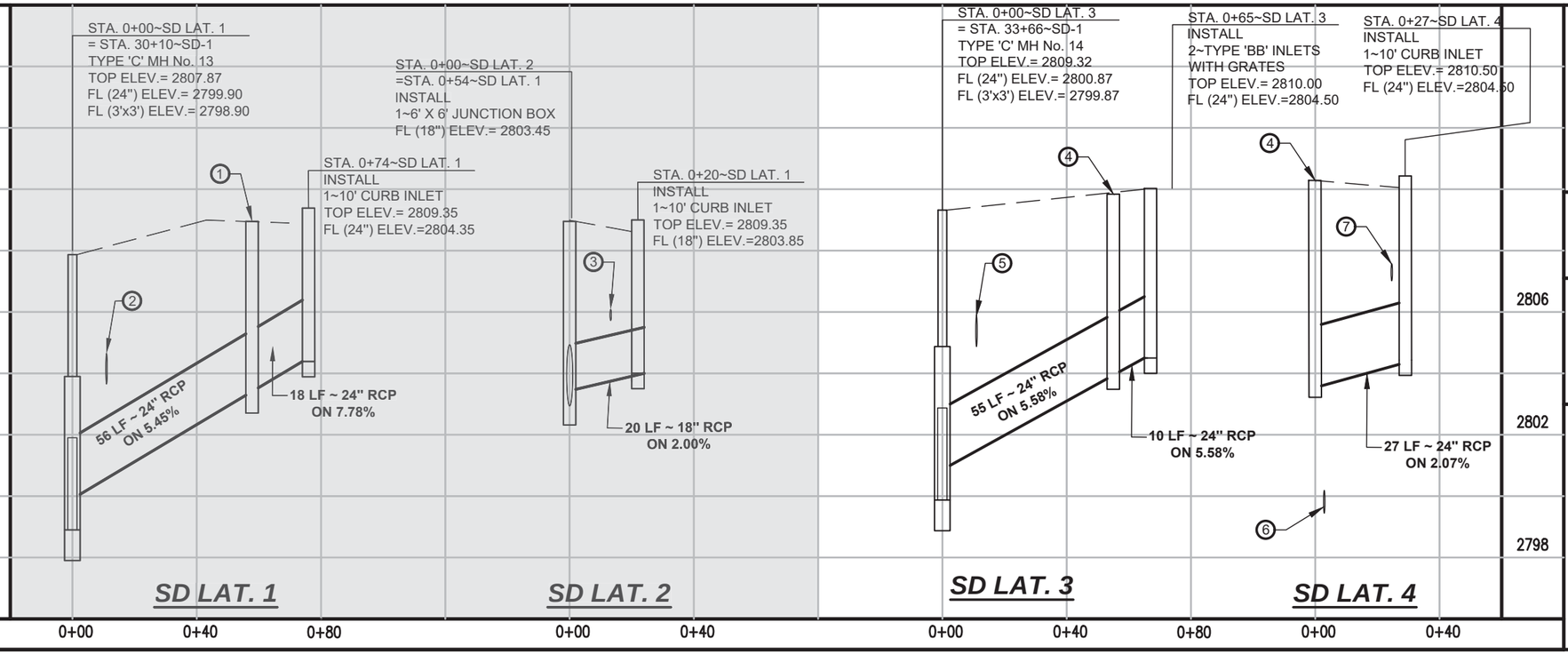
GARFIELD ST. STORM SEWER IMPROVEMENTS

STORM DRAIN
GOLF COURSE DRIVE
PLAN-PROFILE
STA. 0+00 - STA. 1+88

55

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18





PARKHILL SMITH & COOPER TEXAS REGISTERED F-560
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

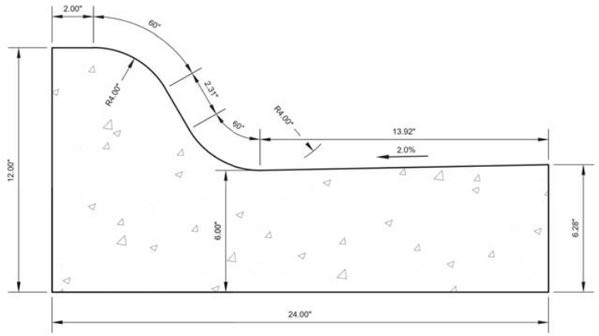
MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

STORM DRAIN
LATERALS 1 & 2
PLAN-PROFILE

59

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

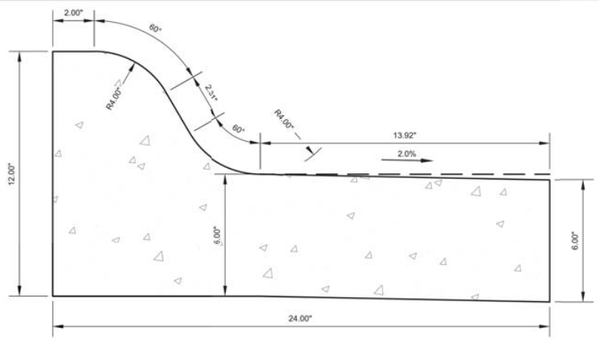


NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPE A STANDARD CURB AND GUTTER		205
APPROVED: MCC			



NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

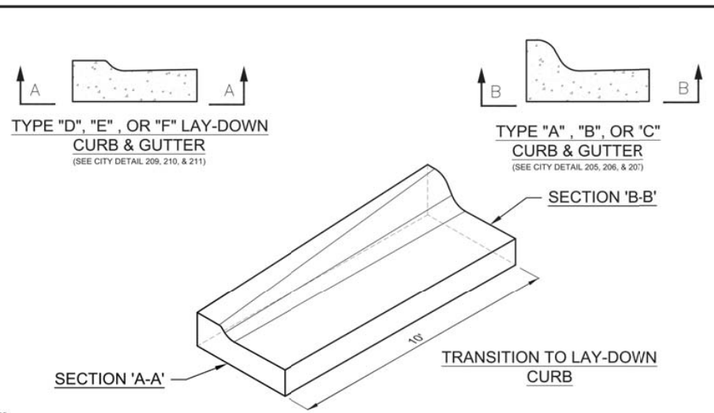
MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPE C INVERT CURB AND GUTTER		207
APPROVED: MCC			

NOTE:

CONTRACTOR WILL MATCH EXISTING CURB GEOMETRY WHEN REPLACING THE EXISTING CURB, ALTHOUGH IT DOES NOT MATCH THE CURRENT CITY STANDARD DETAILS.

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

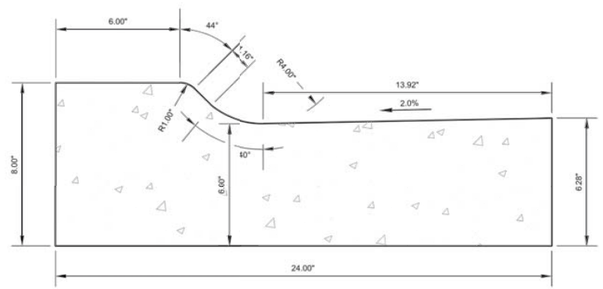


NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TRANSITION TO LAY-DOWN CURB		208
APPROVED: MCC			



NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPE D LAY-DOWN CURB AND GUTTER		209
APPROVED: MCC			

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560
CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

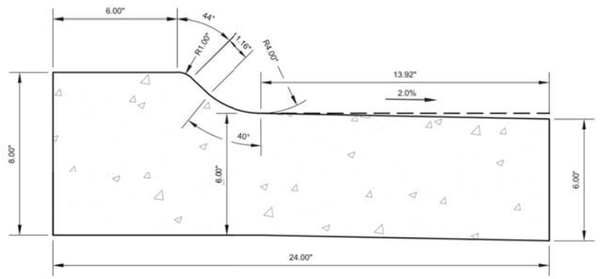
MIDLAND Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND
STANDARD DETAILS
PAVING DETAILS

60

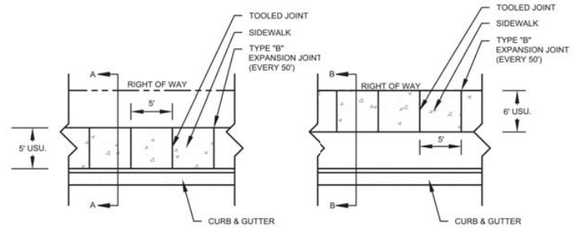
ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



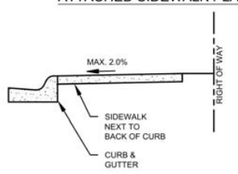
NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
TYPE F INVERT LAY-DOWN CURB AND GUTTER			DETAIL: 211

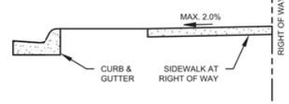


ATTACHED SIDEWALK PLACEMENT



SECTION A - A

DETACHED SIDEWALK PLACEMENT



SECTION B - B

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL PEDESTRIAN ACCESS RAMPS AND WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE.
5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
6. DETACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE RIGHT-OF-WAY.
7. SIDEWALK CROSS-SLOPE MAY NOT EXCEED 2.0%.
8. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
9. WHERE OBSTRUCTION IN SIDEWALK EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE. SIDEWALK LOCATION MAY BE SHIFTED WITH THE APPROVAL OF THE CITY ENGINEER.
10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE CITY ENGINEER.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.
13. SIDEWALKS IN DOWNTOWN PER CENTRAL BUSINESS DISTRICT POLICY.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
STANDARD SIDEWALK			DETAIL: 225

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-590
CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

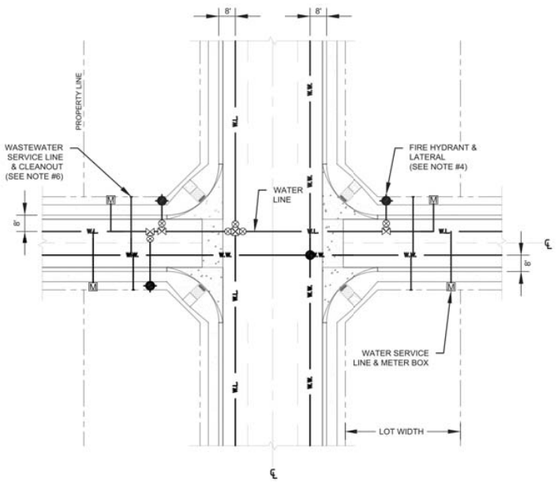
MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND
STANDARD DETAILS
PAVING DETAILS

61

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



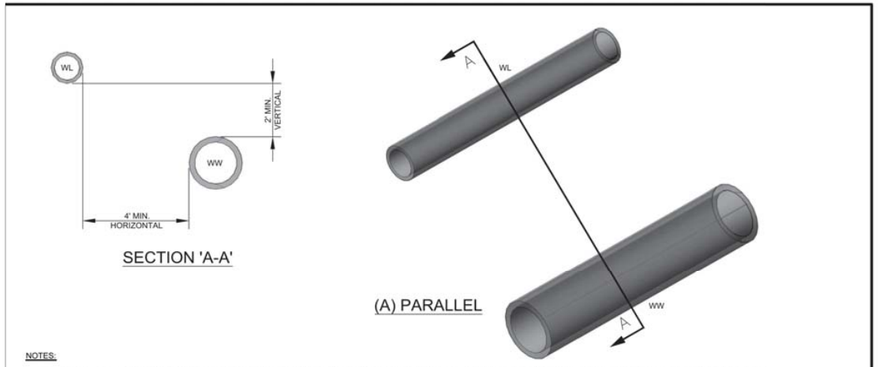
LEGEND

- WL — WATER MAIN
- WW — WASTE WATER MAIN
- GATE VALVE
- CROSS FITTING
- TEE FITTING
- FIRE HYDRANT
- M — WATER METER
- MANHOLE

NOTES:

1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL DIMENSIONS SHOWN ARE FROM BACK OF CURB. WHEN BIKE LANES ARE PRESENT CENTER UTILITIES IN THE OUTER VEHICLE TRAVEL LANE.
3. FIRE HYDRANTS PLACED AT INTERSECTIONS TO BE PLACED IN LINE WITH A FILLET BEGINNING-OF-RADIUS OR A FILLET END-OF-RADIUS.
4. FIRE HYDRANTS PLACED AT MID-BLOCK TO BE PLACED IN LINE WITH A LOT LINE.
5. FIRE HYDRANT COVERAGE DOES NOT EXTEND ACROSS ARTERIALS OR MAJOR COLLECTORS. FIRE HYDRANTS MAY BE REQUIRED ON BOTH SIDES OF A STREET OR INTERSECTION AT THESE LOCATIONS.
6. CLEANOUTS ARE TO BE INSTALLED BY THE PROPERTY OWNER.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

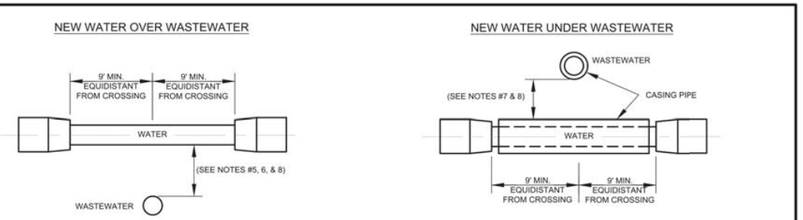
MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	TYPICAL UTILITY LAYOUT		301
	APPROVED: MCC			



NOTES:

1. SEE CITY DETAIL 807 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS WHEN IN PARALLEL WITH A WATER MAIN. REQUIREMENTS FOR WATER MAINS IN PARALLEL WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE PARALLEL WITH WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 807.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. WHERE WATER MAINS ARE LOCATED IN PARALLEL WITH NEW WASTEWATER MAINS, WASTEWATER MAINS MUST BE CONSTRUCTED AT LEAST 150 PSI PRESSURE CLASS, CORROSION RESISTANT, NON-BRITTLE PIPE SUCH AS CIP, DIP, OR PVC PIPE THAT IS DESIGNED TO SEAL AT ATMOSPHERIC PRESSURE. EXISTING WASTEWATER MAINS IN PARALLEL THAT ARE LEAKING OR ARE DISTURBED AND THEN BEGIN TO LEAK MUST BE REPLACED WITH 150 PSI PRESSURE-RATED PIPE.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	PARALLEL WATER & WASTEWATER SPACING		306
	APPROVED: MCC			



NOTES:

1. SEE CITY DETAIL 309 FOR NEW WASTEWATER MAIN REQUIREMENTS AT WATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. NEW WATER MAIN IS TO CROSS WASTEWATER MAIN AT 90° ANGLE.
5. NEW WATER MAINS ARE TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING NON-PRESSURE RATED WASTEWATER MAIN, AND NO LESS THAN 0.5' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING PRESSURE-RATED (150 PSI) WASTEWATER MAIN.
6. VERTICAL SEPARATION DIMENSION REQUIREMENTS FOR NEW WATER MAINS CROSSING OVER NEW WASTEWATER MAINS ARE COVERED IN CITY DETAIL 309.
7. NEW WATER MAIN CROSSING BENEATH NEW OR EXISTING WASTEWATER MAIN TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION FROM WASTEWATER MAIN WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS..
9. WHEN CROSSING AN EXISTING WASTEWATER MAIN AND IT IS DISTURBED OR SHOW SIGNS OF LEAKING, THE WASTEWATER MAIN MUST BE REPLACED AT LEAST 9.0' IN BOTH DIRECTIONS FROM THE CROSSING WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS / CUBIC YARD) FOR A TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 1.0' BEYOND THE JOINT ON EACH END.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	NEW WATER MAIN CROSSING WASTEWATER MAIN		307
	APPROVED: MCC			

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560
CHRISTIAN SCHNITKER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

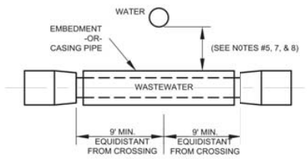
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MULTI-USE UTILITY DETAILS

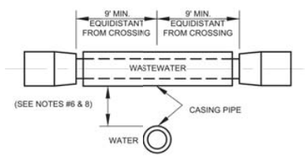
62

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NEW WASTEWATER UNDER WATER



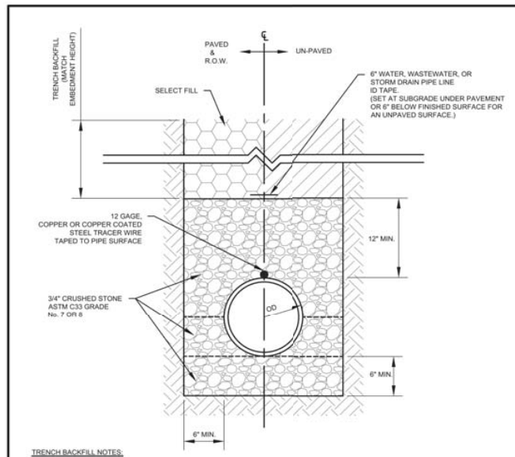
NEW WASTEWATER OVER WATER



NOTES:

1. SEE CITY DETAIL 307 FOR NEW WATER MAIN REQUIREMENTS AT WASTEWATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WASTEWATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WASTEWATER MAIN IS TO CROSS WATER MAIN AT 90° ANGLE.
5. NEW WASTEWATER MAIN CROSSING BENEATH NEW OR EXISTING WATER MUST COMPLY WITH ONE OF THE FOLLOWING:
   A. WASTEWATER MAIN PIPE TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS/CUBIC YARD) CENTERED ON THE CROSSING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
   B. WASTEWATER MAIN PIPE TO BE HEAVY-WALL GRAVITY PIPE SDR-26 D3034 OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 0.5'.
6. NEW WASTEWATER MAIN CROSSING OVER NEW OR EXISTING WATER MAIN TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
7. NEW WATER MAINS CROSSING OVER EXISTING WASTEWATER MANS ARE COVERED IN CITY DETAIL 307.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	NEW WASTEWATER MAIN CROSSING WATER MAIN		309
APPROVED: MCC			

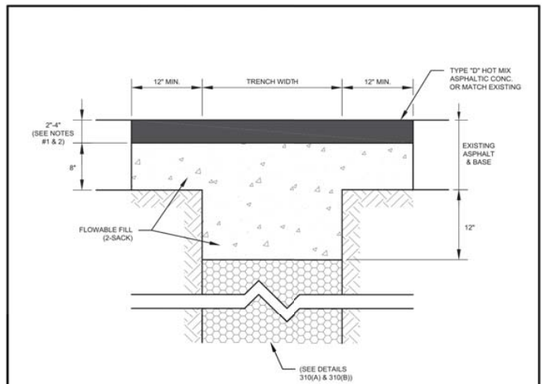


TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: GARFIELD STREET	SCALE: NTS	DETAIL:	
TRENCHING AND BEDDING		310(A)	

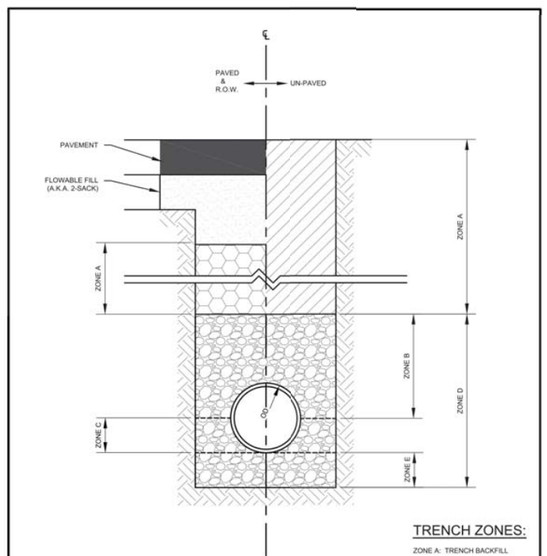
CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING



NOTES:

1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THEEXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2" LIFTS, 95% MODIFIED COMPACTION.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH ASPHALT AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

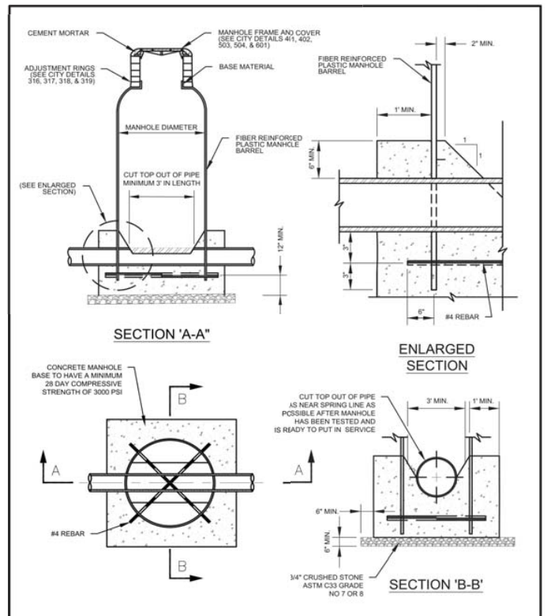
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EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
ASPHALT TRENCH PAVEMENT REPLACEMENT		311	



TRENCH ZONES:

ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
TRENCHING AND BEDDING		310(B)	



DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
TYPICAL FIBERGLASS MANHOLE		313(A)	



03/13/2020

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MIDLAND Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND
STANDARD DETAILS

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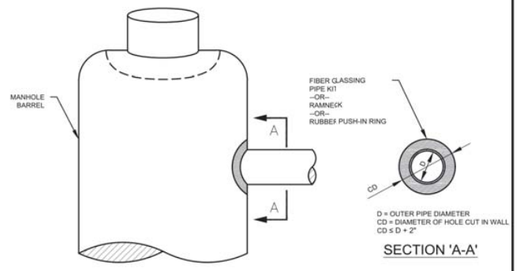
63

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

NOTES:

1. 48" DIAMETER MANHOLES TO BE USED FOR PIPE DIAMETERS OF 24" OR SMALLER ONLY.
2. INSTALL DROPS AND INTERSECTING PIPES ONLY WHEN CALLED FOR IN CONSTRUCTION DRAWINGS.
3. SET MANHOLE FRAME IN SEALANT PER CITY OF MIDLAND STANDARD SPECIFICATIONS.
4. NEW MANHOLE TO HAVE SEAMLESS AND CONTINUOUS NECK, SHOULDER, AND BARREL.
5. ALL CONCRETE TO BE CLASS "A" CONCRETE.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TYPICAL FIBERGLASS MANHOLE		313(B)

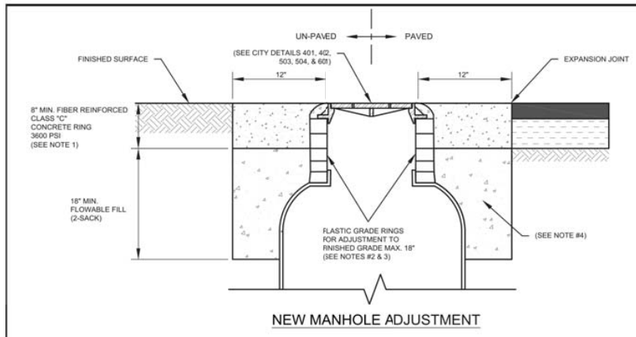


SECTION 'A-A'

NOTES:

1. THE DIAMETER OF THE CUTOUT IN THE MANHOLE BARREL IS TO BE NO MORE THAN 2.0" WIDER THAN THE OUTER WALL DIAMETER OF THE PENETRATING PIPE.
2. THE PENETRATING PIPE IS TO BE CENTERED IN THE MANHOLE BARREL CUTOUT.
3. PIPES PENETRATING MANHOLE MUST BE MINIMUM 6" DIAMETER, AND SERVICE LINES MUST BECONSTRUCTED TO CITY WASTEWATER MAIN OR STORM DRAIN STANDARDS WITHIN PUBLIC RIGHT OF WAY OR EASEMENT.
4. FORM FLOW SURFACE AND MOUND CONCRETE AROUND PIPE PENETRATIONS, TO FORM A SEAL, IN ONE CONTINUOUS PLACEMENT OPERATION.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
MIDLAND Engineering Services	TYPICAL FIBERGLASS MANHOLE PIPE PENETRATION		314

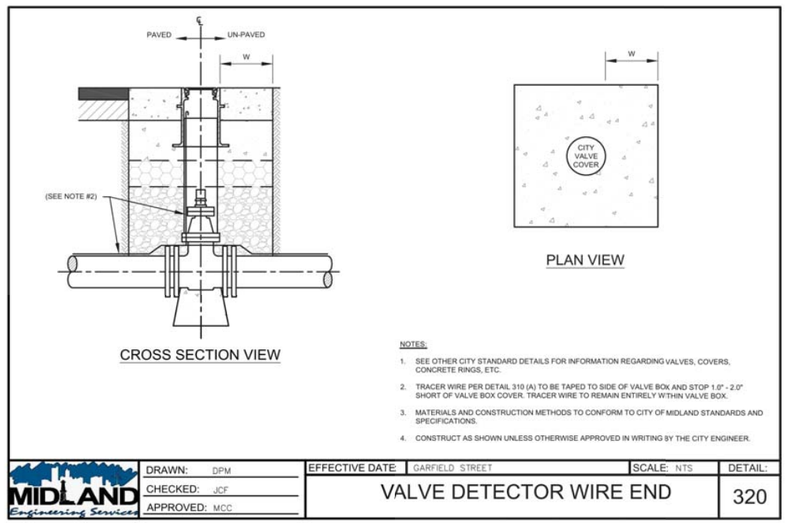


NEW MANHOLE ADJUSTMENT

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.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	NEW MANHOLE ADJUSTMENT		316
APPROVED: MCC			



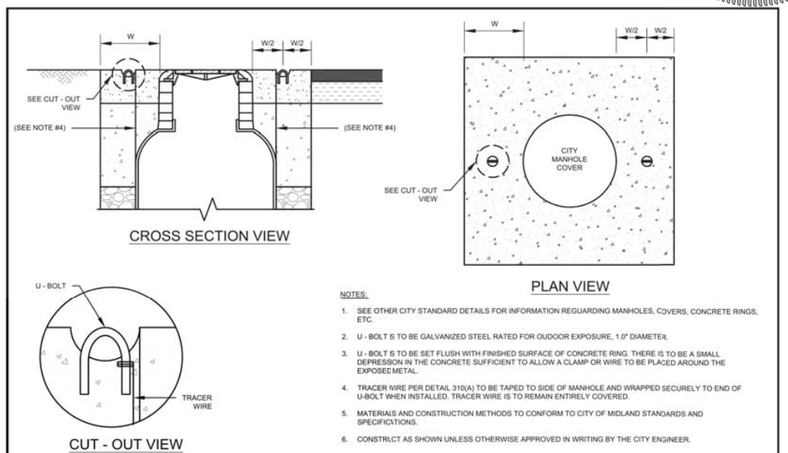
CROSS SECTION VIEW

PLAN VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND STOP 1.0" - 2.0" SHORT OF VALVE BOX COVER. TRACER WIRE TO REMAIN ENTIRELY WITHIN VALVE BOX.
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	EFFECTIVE DATE: GARFIELD STREET	SCALE: NTS	DETAIL:
CHECKED: JCF	VALVE DETECTOR WIRE END		320
APPROVED: MCC			



CROSS SECTION VIEW

PLAN VIEW

CUT - OUT VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGUARDING MANHOLES, COVERS, CONCRETE RINGS, ETC.
2. U - BOLT IS TO BE GALVANIZED STEEL RATED FOR OUDOOR EXPOSURE, 1.0" DIAMETER.
3. U - BOLT IS TO BE SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING. THERE IS TO BE A SMALL DEPRESSION IN THE CONCRETE SUFFICIENT TO ALLOW A CLAMP OR WIRE TO BE PLACED AROUND THE EXPOSED METAL.
4. TRACER WIRE PER DETAIL 310(A) TO BE TAPED TO SIDE OF MANHOLE AND WRAPPED SECURELY TO END OF U-BOLT WHEN INSTALLED. TRACER WIRE IS TO REMAIN ENTIRELY COVERED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	MANHOLE DETECTOR WIRE END		321
APPROVED: MCC			

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-590
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND Engineering Services

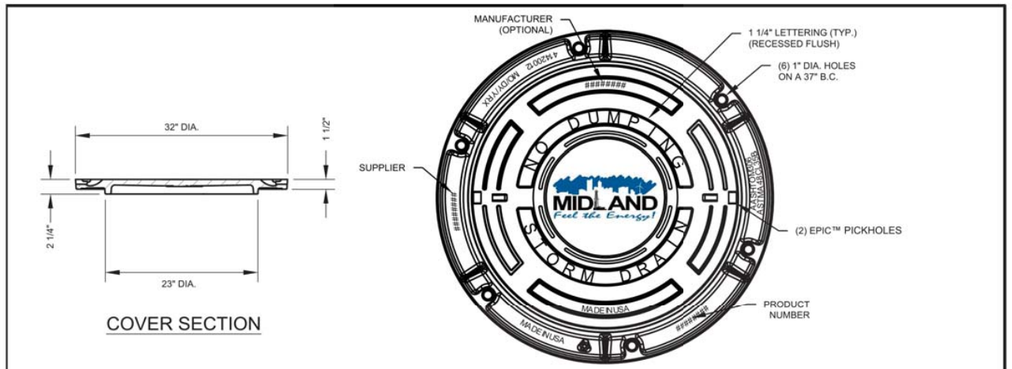
GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND
STANDARD DETAILS

MULTI-USE
UTILITY DETAILS

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ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

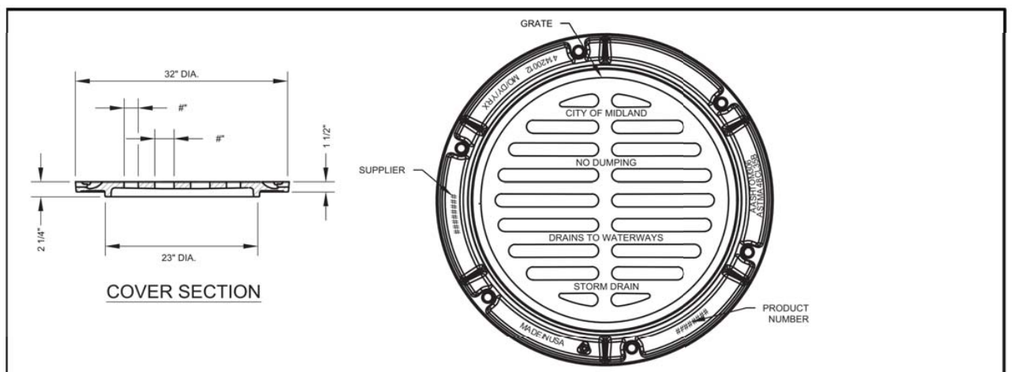


NOTES:

1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWIN
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "STORM DRAIN"

   EAST JORDAN V1420Z1/V1430A ASSEMBLY OR APPROVED EQUAL.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TYPICAL STORM DRAIN COVER		401



NOTES:

1. GRATED MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "CITY OF MIDLAND"
   "NO DUMPING"
   "DRAINS TO WATERWAYS"
   "STORM DRAIN"

   EAST JORDAN "STORM DRAIN"/1040N ASSEMBLY OR APPROVED EQUAL
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	GRATED STORM DRAIN COVER		402

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

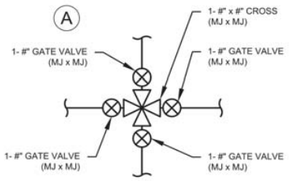
CITY OF MIDLAND
STANDARD DETAILS

STORM DRAIN
DETAILS

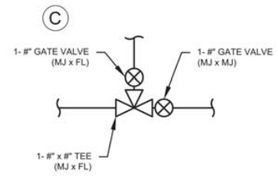
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ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

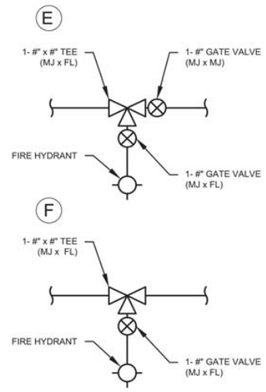
CROSS FITTING RESTRAINTS



TEE FITTING RESTRAINTS



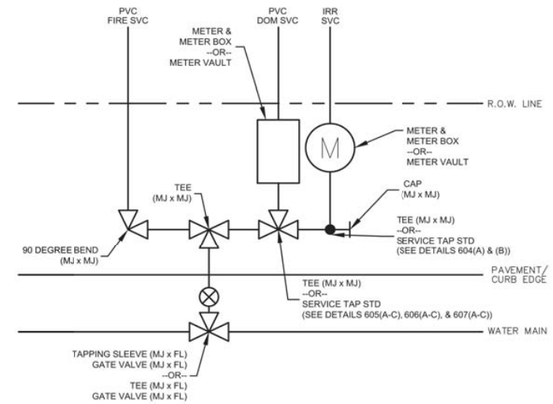
FIRE HYDRANT RESTRAINTS



NOTES:

1. ALL MECHANICAL JOINT (MJ) FITTINGS TO BE RESTRAINED.
2. ALL FLANGES (FL) TO BE ON THE BRANCH SIDE OF TEE FITTINGS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
TYPICAL FITTING RESTRAINT CONFIGURATIONS			DETAIL: 601



NOTES:

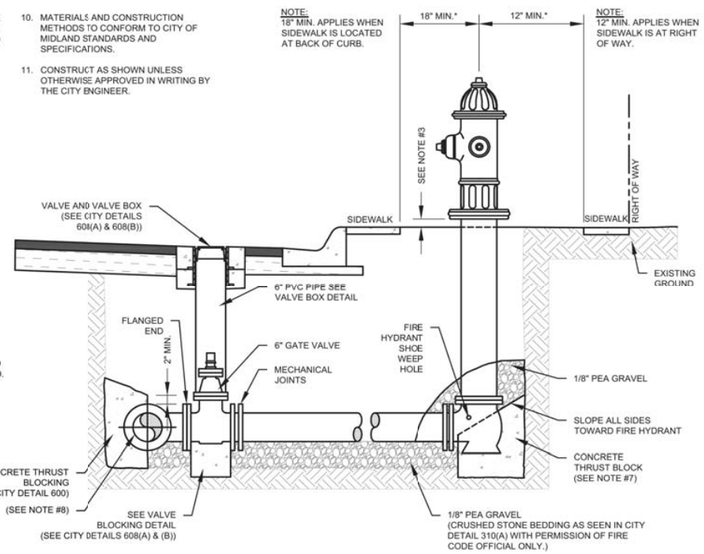
1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: GARFIELD STREET	SCALE:
STANDARD MULTI-FAMILY & COMMERCIAL WATER SERVICE MANIFOLD			DETAIL: 602

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

NOTES:

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 6" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE-HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
FIRE HYDRANT NEW WATER MAIN			DETAIL: 603

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560
CHRISTIAN SCHNITKER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND Engineering Services

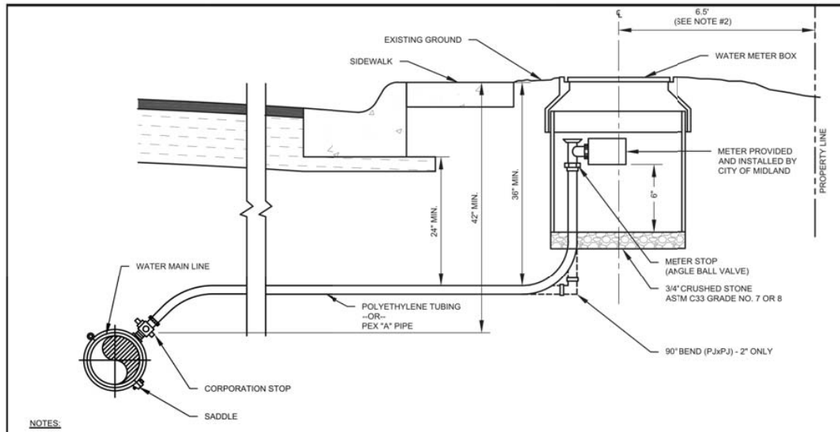
GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND STANDARD DETAILS

WATER DETAILS

66

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



NOTES:

1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
1" AND 2" WATER METER AND SERVICE CONNECTION			DETAIL: 604(A)

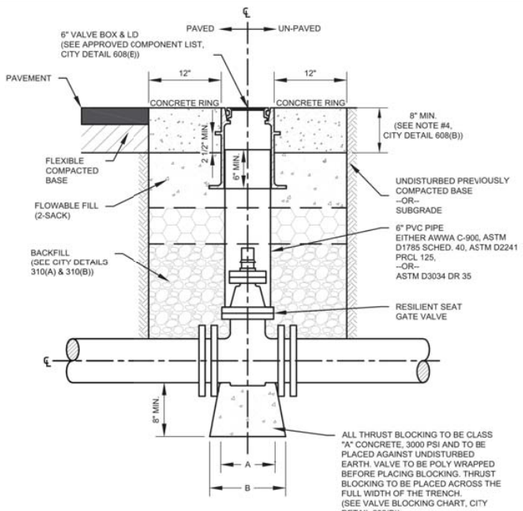
APPROVED COMPONENT LIST

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.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
1" AND 2" WATER METER AND SERVICE CONNECTION			DETAIL: 604(B)



MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
TYPICAL VALVE AND VALVE BOX			DETAIL: 608(A)

APPROVED COMPONENT LIST

NO.	VALVES	VALVE COVERS	VALVE BOX
1	MUELLER 2360 M/J	MUELLER 2360 FL X FL	BASS & HAYS STANDARD 390-1 "SHORTY"
2	M & H 4067 M/J	M & H 4067-0	OR APPROVED EQUAL
3	CL0W 2838 M/J	CL0W 2840 FL X FL	
4	OR APPROVED EQUAL	OR APPROVED EQUAL	

VALVE BLOCKING CHART

PIPE SIZE	A	B
4"	5.0"	10.5"
6"	6.5"	1'-0"
8"	6.5"	1'-0"
10"	8.0"	1'-1.0"
12"	8.5"	1'-2.0"

NOTES:

1. FOR VALVES ON WATER MAIN PIPES LARGER THAN 12" SEE CITY DETAIL 609.
2. SETTING VALVE BOX TO GRADE MAY REQUIRE ADDING PVC PIPE. IF ADDITIONAL PIPE IS REQUIRED, USE BELL SECTION WITH GASKET AND SET BELL DOWN OVER EXISTING PIPE RISER. A GASKETED SELF CENTERING COLLAR MAY BE USED IN LEU OF THE BELL SECTION.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C", 3600 PSI, UNLESS OTHERWISE NOTED.
4. USE FIBER REINFORCEMENT FOR ALL CONCRETE , WHETHER PAVEMENT OR THRUST BLOCKING.
5. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
TYPICAL VALVE AND VALVE BOX DETAILS			DETAIL: 608(B)

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER ENGINEERING TEXAS F-560
CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND Engineering Services

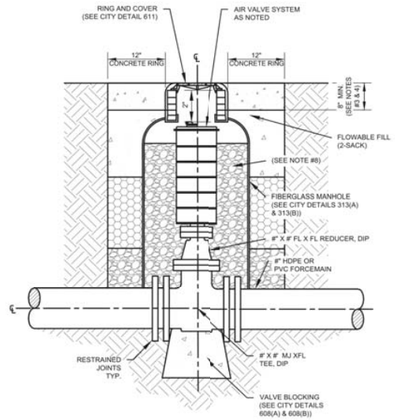
GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND
STANDARD DETAILS

WATER
DETAILS

67

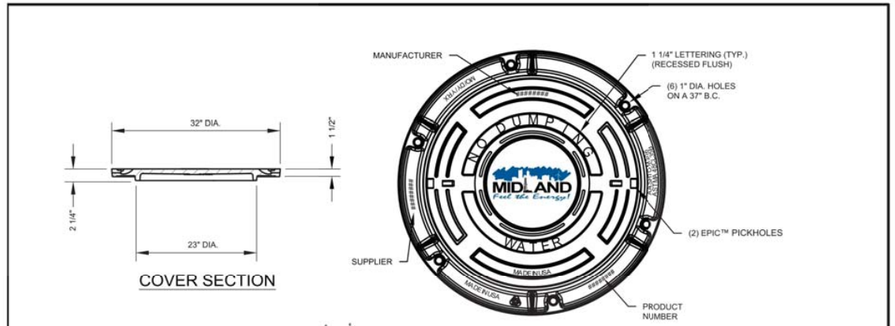
ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



NOTES:

1. USE AN A.R.I. D-025 SB WITH A 4" TUBE LENGTH OR APPROVED EQUAL FOR ALL AIR VALVE INSTALLATIONS.
2. EQUIP EACH AIR VALVE SYSTEM WITH A NON-SLAM, DISCHARGE THROTTLING ATTACHMENT (SLOW RELEASE ONE WAY ATTACHMENT).
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMEN" OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MAY BE EITHER PEA GRAVEL OR 3/4" CRUSHED STONE ASTM C33 GRADE N. 7 OR 8
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	WATER AIR RELIEF VALVE		610

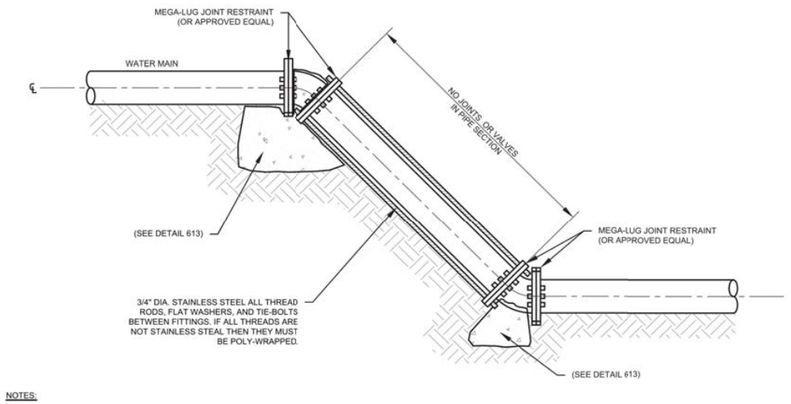


NOTES:

1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WATER"

   EAST JORDAN V1420Z1/V1430A ASSEMBLY OR APPROVED EQUAL
2. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	WATER HORIZONTAL & AIR RELIEF VALVE COVER		611



NOTES:

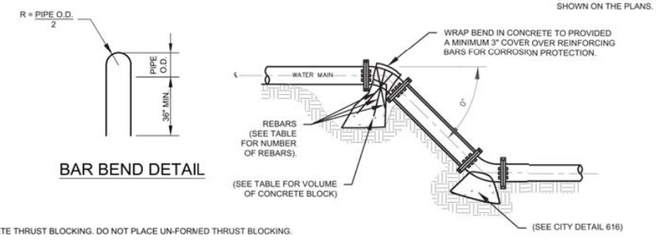
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	WATER MAIN VERTICAL OFFSET		612

DIA. OF PIPE	DEGREE OF BEND θ							
	11 1/4°		22 1/2°		45°		90°	
	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE
4"	3 C.F.	2-#3	6 C.F.	2-#3	12 C.F.	2-#3	22 C.F.	2-#3
6"	7 C.F.	2-#3	13 C.F.	2-#3	26 C.F.	2-#3	1.0 C.Y.	2-#3
8"	12 C.F.	2-#3	24 C.F.	2-#3	2.0 C.Y.	2-#4	3.0 C.Y.	2-#4
10"	19 C.F.	2-#3	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.0 C.Y.	2-#6
12"	1.0 C.Y.	2-#3	2.0 C.Y.	2-#4	4.0 C.Y.	2-#6	7.0 C.Y.	2-#8
14"	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.5 C.Y.	2-#6	*	*
16"	2.0 C.Y.	2-#4	3.5 C.Y.	2-#4	7.0 C.Y.	2-#7	*	*

BLOCK FOR EXTERNAL VERTICAL BENDS
DESIGN PRESSURE 180 PSI

* BLOCKING FOR 14" AND 16" 90° BENDS AND FOR ALL BENDS LARGER THAN 16" WILL BE SHOWN ON THE PLANS.



NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	BLOCKING FOR VERTICAL BEND		613

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER ENGINEERING F-5060
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

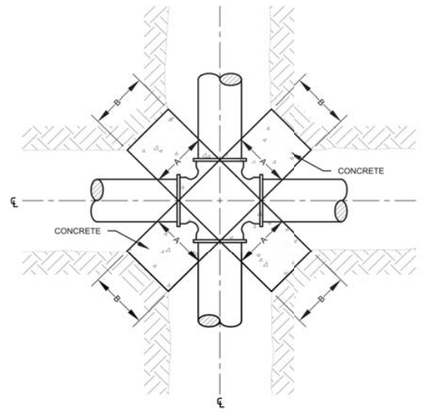
PARKHILL SMITH & COOPER

MIDLAND Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND
STANDARD DETAILS
WATER
DETAILS
68

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



CROSS BLOCKING

CROSS BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

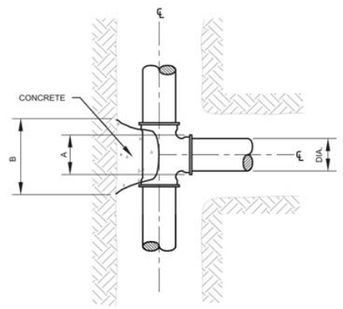
CROSS DIA.	BLOCKING DIMENSIONS		
	A	B	*C
4"x 4"	0'-11"	1'-0"	1'-0"
6"x 6"	1'-2"	1'-7"	1'-0"
8"x 8"	1'-4"	2'-2"	2'-2"
10"x 10"	1'-8"	2'-8"	2'-8"
12"x 12"	1'-10"	3'-2"	3'-2"
14"x 14"	2'-2"	3'-8"	3'-8"
16"x 16"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING
2. BLOCK CROSSES WITH DIFFERENT SIZE RUNS FOR THE LARGER RUN IN ALL DIRECTIONS.
3. BLOCKING FOR CROSSES LARGER THAN 16" WILL BE AS SHOWN ON THE PLANS.
4. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
5. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
BLOCKING FOR CROSS			DETAIL: 614



TEE

"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

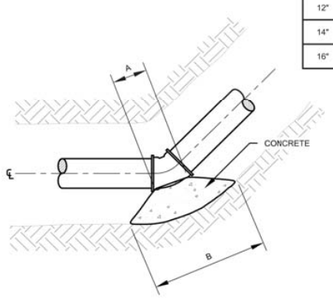
"T" RUN DIA.	STEM DIA.	BLOCKING DIMENSIONS		
		A	B	*C
TEE				
4"	ALL	11"	1'-0"	1'-0"
6"	ALL	1'-2"	1'-7"	1'-0"
8"	ALL	1'-4"	2'-2"	2'-2"
10"	ALL	1'-8"	2'-8"	2'-8"
1'-0"	THRU 6"	1'-10"	1'-10"	1'-8"
1'-0"	OVER 6"	1'-10"	3'-2"	3'-2"
1'-2"	THRU 8"	2'-2"	2'-2"	1'-11"
1'-2"	OVER 8"	2'-2"	3'-8"	3'-8"
1'-4"	THRU 8"	2'-4"	2'-4"	2'-2"
1'-4"	OVER 8"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTE:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
BLOCKING FOR TEE			DETAIL: 615



BLOCKING FOR HORIZONTAL BENDS
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

DIA. OF PIPE	DEGREE OF BEND											
	11 1/4°			22 1/2°			45°			90°		
	A	B	*C	A	B	*C	A	B	*C	A	B	*C
4"	0'-4"	1'-0"	1'-0"	0'-5"	1'-0"	1'-0"	0'-6"	1'-0"	1'-0"	0'-11"	1'-3"	1'-3"
6"	0'-7"	1'-0"	1'-0"	0'-7"	1'-0"	1'-0"	0'-8"	1'-5"	1'-5"	1'-3"	1'-11"	1'-11"
8"	0'-8"	0'-10"	1'-2"	0'-9"	1'-4"	1'-4"	0'-10"	1'-10"	1'-10"	1'-6"	2'-6"	2'-6"
10"	0'-10"	1'-0"	1'-5"	0'-11"	1'-8"	1'-8"	1'-1"	2'-4"	2'-4"	1'-11"	3'-2"	3'-2"
12"	1'-0"	1'-3"	1'-8"	1'-1"	2'-0"	2'-0"	1'-3"	2'-10"	2'-10"	2'-2"	3'-10"	3'-10"
14"	0'-11"	1'-5"	1'-11"	1'-1"	2'-4"	2'-4"	1'-3"	3'-3"	3'-3"			
16"	1'-1"	1'-8"	2'-2"	1'-2"	2'-8"	2'-8"	1'-5"	3'-9"	3'-9"			

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
BLOCKING FOR HORIZONTAL BENDS			DETAIL: 616

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-590
CHRISTIAN SCHNITGER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND Engineering Services

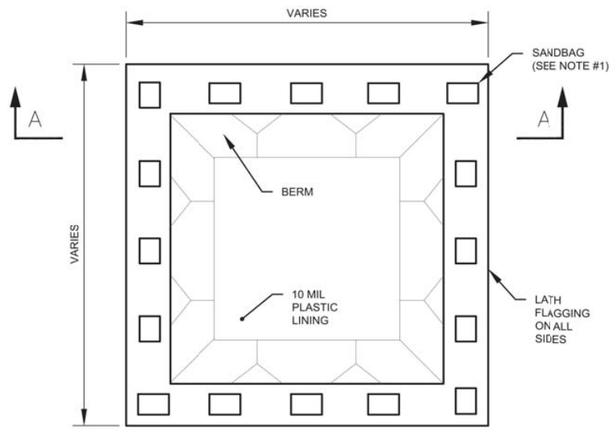
GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND
STANDARD DETAILS

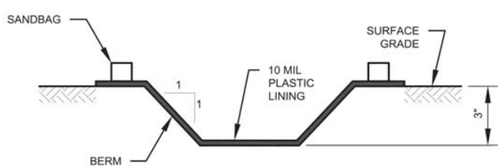
WATER
DETAILS

69

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



DEPRESSED WASHOUT

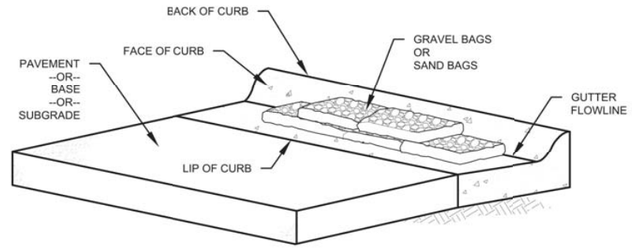


SECTION 'A-A'

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



NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	CURB GRAVEL OR SAND BAGS		712

CITY OF MIDLAND
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09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-590
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84810
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PROFESSIONAL ENGINEER
03/13/2020

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PSC

MIDLAND
Engineering Services

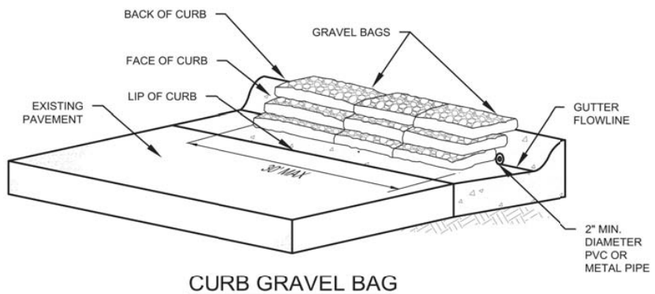
GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND STANDARD DETAILS

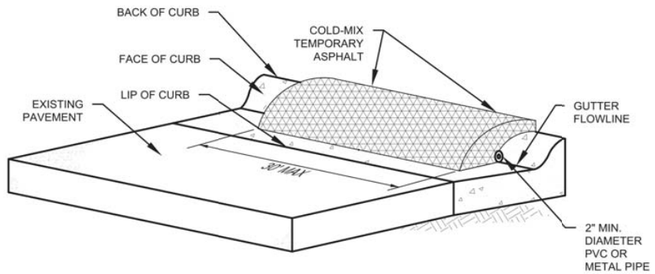
EROSION CONTROL DETAILS

70

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



CURB GRAVEL BAG

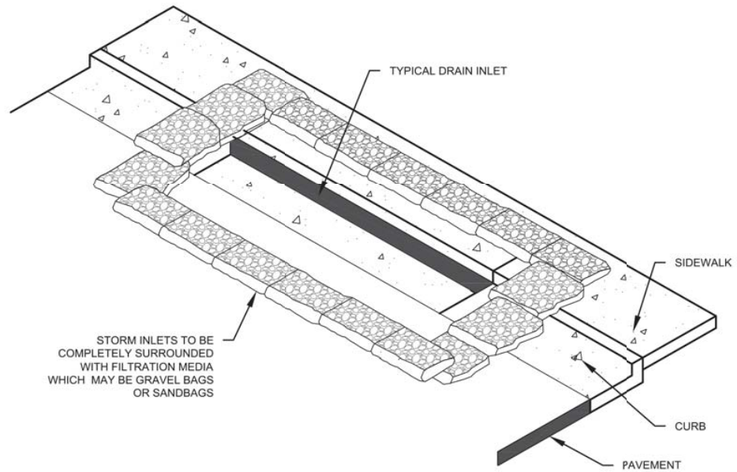


CURB COLD-MIX TEMPORARY ASPHALT

NOTES:

1. UTILIZE THIS DETAIL WHEN ACCESSING PROJECT SITE OVER EXISTING CURB ONLY IF NO USABLE CURB OPENING EXISTS.
2. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL NO LESS THAN 1" DIAMETER AND NO GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE PIPE AND FACE-OF-CURB . DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. DO NOT PLACE TEMPORARY ASPHALT BEYOND LIP-OF-CURB.
7. PIPE MUST EXTEND ACROSS FULL LENGTH OF TEMPORARY CURB PROTECTION AND BE COMPLETELY EXPOSED AT BOTH ENDS.
8. MINIMUM 4" THICK LAYER OF GRAVEL OR ASPHALT REQUIRED OVER ALL PARTS OF AFFECTED CURB.
9. MAXIMUM WIDTH OF CURB PROTECTION IS 30'.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 713
	TEMPORARY CURB PROTECTION		



GRAVEL BAGS OR SANDBAGS

NOTES:

1. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
2. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
3. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 714
	CURB INLET PROTECTION		

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PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560
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03/13/2020

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MIDLAND Engineering Services

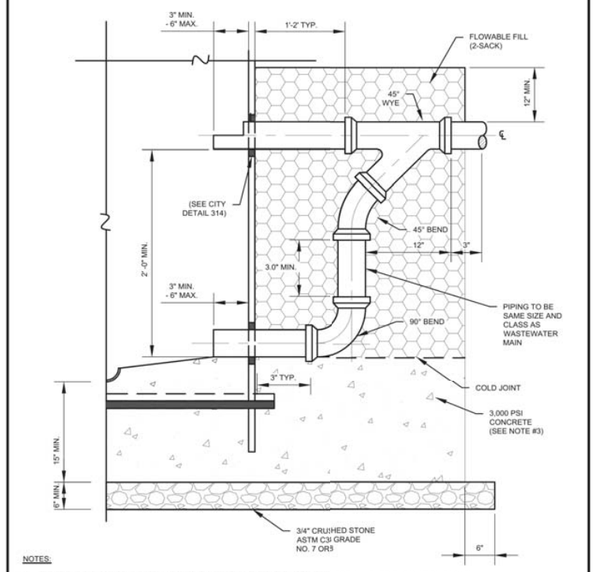
GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND STANDARD DETAILS

EROSION CONTROL DETAILS

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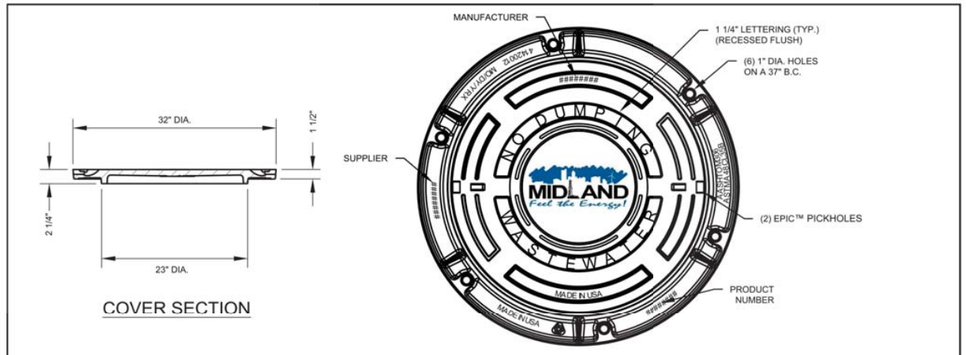
ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



NOTES:

1. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
2. INSTALL BEND AND WYE AS NEAR TO MANHOLE WALL AS PRACTICAL, USUALLY 3"-4" FROM THE BEND AT THE BOTTOM.
3. ALL CONCRETE TO BE CLASS "A" CONCRETE.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	EXTERNAL DROP STRUCTURE		501

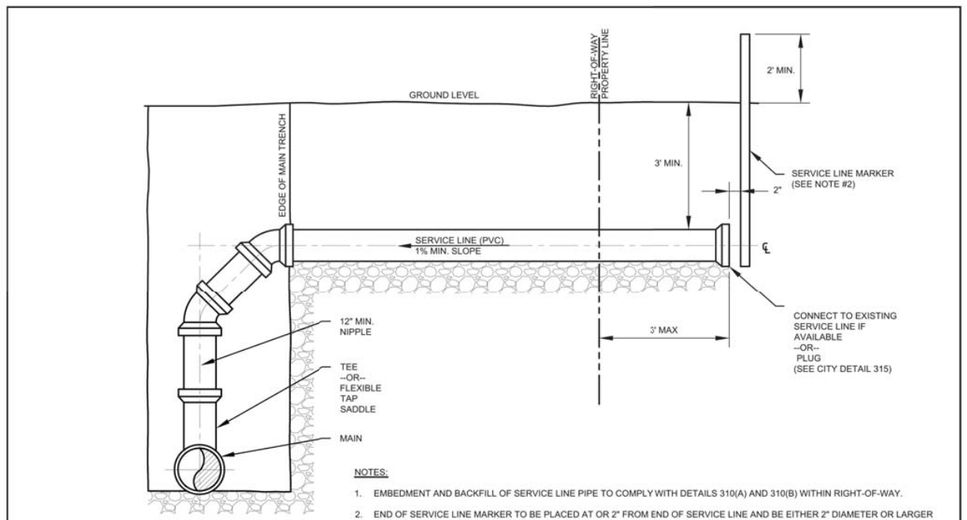


NOTES:

1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WASTEWATER"

   EAST JORDAN V1420Z1/V1430A ASSEMBLY OR APPROVED EQUAL
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	TYPICAL WASTEWATER MANHOLE COVER		503
	APPROVED: MCC			



NOTES:

1. EMBEDMENT AND BACKFILL OF SERVICE LINE PIPE TO COMPLY WITH DETAILS 310(A) AND 310(B) WITHIN RIGHT-OF-WAY.
2. END OF SERVICE LINE MARKER TO BE PLACED AT OR 2" FROM END OF SERVICE LINE AND BE EITHER 2" DIAMETER OR LARGER PVC OR FLEXIBLE POLYETHYLENE PIPE.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHER WISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
	CHECKED: JCF	4" AND 6" WASTEWATER SERVICE LATERAL TAP OPTION 1		507
	APPROVED: MCC			

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-9509
CHRISTIAN SCHNITGER
84810
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PROFESSIONAL ENGINEER
03/13/2020

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MIDLAND Engineering Services

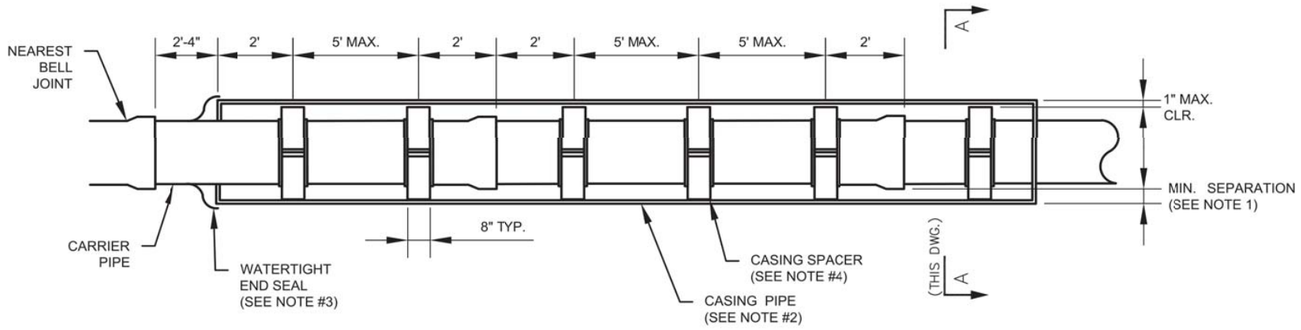
GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND
STANDARD DETAILS

WASTEWATER
DETAILS

72

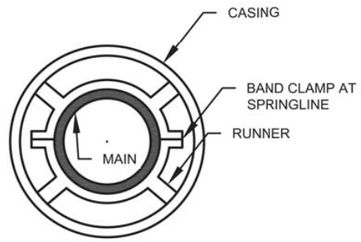
ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



CROSS SECTION VIEW

NOTES:

1. CASING PIPE TO BE MINIMUM TWO (2) NOMINAL SIZES LARGER IN DIAMETER THAN CARRIER PIPE.
2. CASING PIPE TO BE NO LESS THAN 12" DIAMETER PIPE. 12"-16" DIAMETER CASING PIPE MAY BE STEEL OR PVC PIPE. CASING PIPE LARGER THAN 16" DIAMETER MUST BE STEEL PIPE. STEEL CASING PIPE TO BE MINIMUM 1/4" WALL THICKNESS. PVC CASING PIPE TO BE SDR-26 D2241 OR C-900.
3. CASING PIPE TO BE STEEL OR PVC.
4. WATER TIGHT END SEAL TO BE GROUT OR APPROVED MANUFACTURED SEAL.
5. CASING SPACERS TO BE HDPE OR APPROVED EQUAL, MINIMUM FOUR (4) EQUALLY SPACED RUNNERS, WITH BAND CLAMP JOINT LOCATED AT SPRINGLINE. SPACERS FOR CASING PIPE LARGER THAN 24" DIAMETER REQUIRE MINIMUM SIX (6) EQUALLY SPACED RUNNERS.
6. CASING INSTALLED IN OPEN TRENCH IS TO BE BACKFILLED PER CURRENT CITY STANDARDS FOR AN UN-ENCASED MAIN.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



SECTION 'A-A'

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL PIPE CASING DETAIL		805
APPROVED: MCC			

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09.21.2021
CITY OF MIDLAND ENGINEERING

PARKHILL SMITH & COOPER ENGINEERING TEXAS F-560
CHRISTIAN SCHNITKER
84810
LICENSED PROFESSIONAL ENGINEER
03/13/2020

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MIDLAND Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

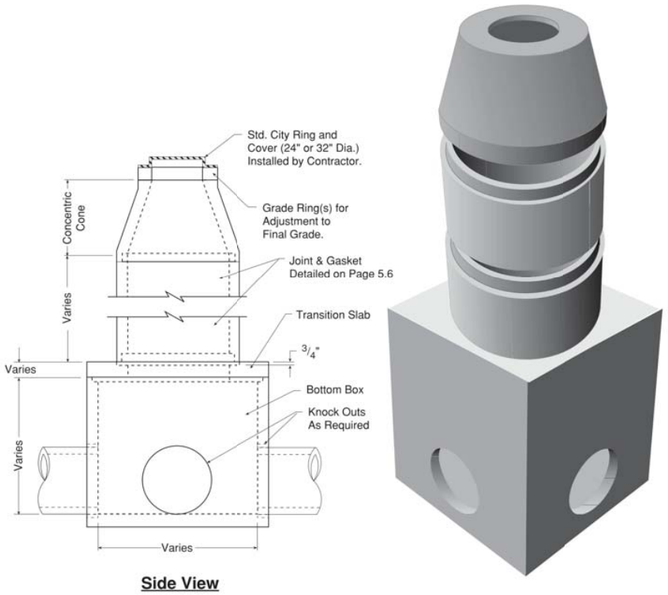
CITY OF MIDLAND STANDARD DETAILS

MISCELLANEOUS DETAILS

73

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

Precast Manholes



Side View

Isometric View

Materials & Features

CONCRETE: 5,000 PSI in 28 days.

REINFORCING STEEL: per ASTM A-615 / A-185

REINFORCING to meet AASHTO HS 20-44 Loading.

BASE DESIGN EQUAL TO OR EXCEEDS ASTM C-357

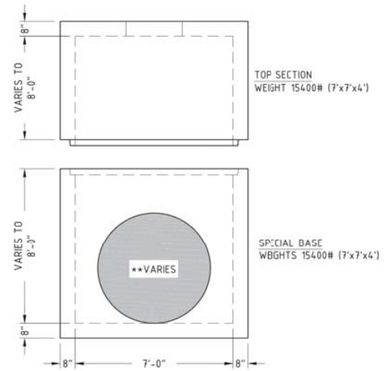
RISER DESIGN EQUAL TO OR EXCEEDS ASTM C-478

In the event a boot is loose contact your Hanson representative to resolve.

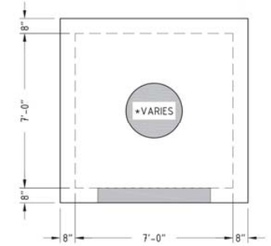
MANUFACTURER TO PROVIDE STRUCTURAL DESIGN SIGNED AND SEALED BY A LICENSED ENGINEER IN THE STATE OF TEXAS.

-No Scale-
All dimensions subject to allowable speecification tolerances.

TITLE	PLANT	STATE	SECTION.PAGE	DATE	
Type "C" Manhole	Houston San Antonio	TX	5.11	11-12-15	FORTERRA



SIDE VIEW



PLAN VIEW



NOTE:

-MADE IN ACCORDANCE WITH ASTM C913
-STEEL REINFORCEMENT: ASTM A615 GRADE 60 OR EQ. ASTM A1064 VWR
-CUSTOMER TO SPECIFY OPENING SIZE OR CAST-IN RING AND COVER
-HOLE AS REQUIRED BY CUSTOMER

FORTERRA	REGION, STATE		STANDARD JUNCTION BOX 7'-0" x 7'-0"
	HOUSTON TX		
	DATE	SECT.PAGE	
	2018	3.6.2	

CITY OF MIDLAND
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09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560
CHRISTIAN SCHNITGER
84810
LICENSED
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03/13/2020

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MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND
STANDARD DETAILS

STORM DRAIN DETAILS

74

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

Oldcastle Precast®

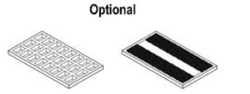
Water

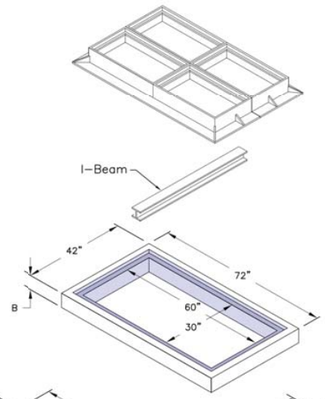
30" x 60" Type "BB" Inlet W/4 Grates
Model: **TYPE-4BB-INLET**

4 Cast Iron Frames & I-Beam

*Note: Grates or Plates Available on Request. (Cast Into Paving)

Optional



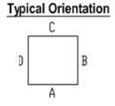


Variable Riser

Weight : See Chart

Riser	
B	Weight (Lbs.)
6"	648
12"	1,275

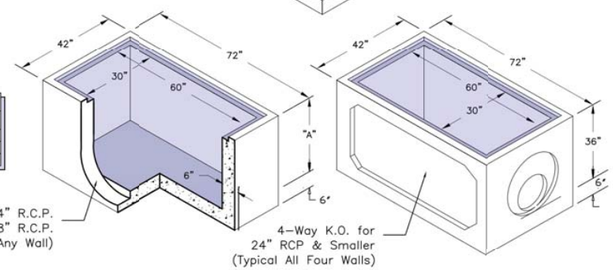
Typical Orientation



Bottom :

Weight : See Chart

Bottom		
A	Weight (Lbs.)	Wall(s)
26"	4,021	A
32"	4,421	A
36"	4,082	4-Way



32" Height for 24" R.C.P.
26" Height for 18" R.C.P.
(Typical Any Wall)

4-Way K.O. for 24" RCP & Smaller (Typical All Four Walls)

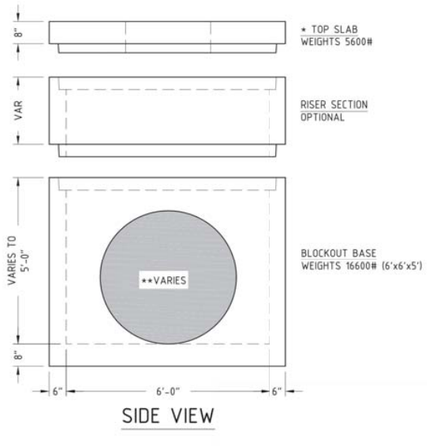
GENERAL NOTES:

1. **Bedding Shall be in Accordance With Job and Plan Specifications.**

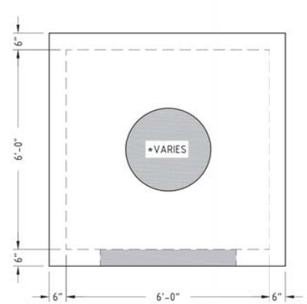
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oldcastleprecast.com
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IN-59

Texas Region

888-9 Oldcastle
(888-965-3227)



SIDE VIEW



PLAN VIEW



NOTE:

-MADE IN ACCORDANCE WITH ASTM C913
-STEEL REINFORCEMENT: ASTM A615 GRADE 60 OR EQ. ASTM A1064 WWR
-CUSTOMER TO SPECIFY OPENING SIZE OR CAST-IN RING AND COVER
-HOLE AS REQUIRED BY CUSTOMER
-EXTENSION SECTIONS AVAILABLE

FORTERRA	REGION, STATE		STANDARD JUNCTION BOX
	HOUSTON TX		6'-0" x 6'-0"
	DATE	SECT.PAGE	
	2018	3.6.1	

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

PARKHILL SMITH & COOPER TEXAS REGISTERED ENGINEERING F-560
CHRISTIAN SCHNITGER
84810
LICENSED
PROFESSIONAL ENGINEER
03/13/2020

PARKHILL SMITH & COOPER
PSC

MIDLAND
Engineering Services

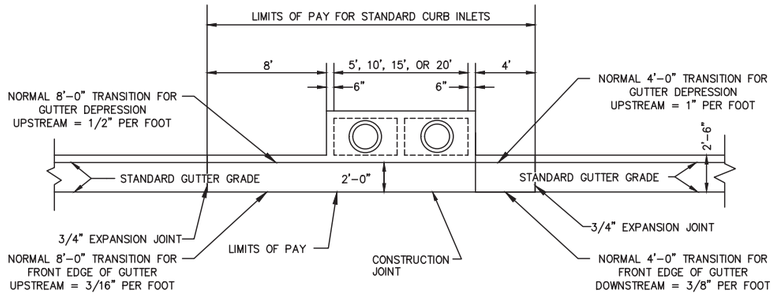
GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND
STANDARD DETAILS

STORM DRAIN DETAILS

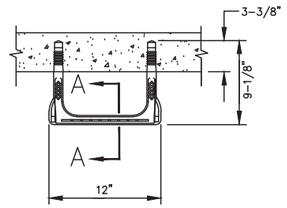
75

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18



NOTES:
1. TOP OF INLET TO SLOPE 2% TOWARDS STREET.
2. TWO MANHOLES REQUIRED FOR 15' AND 20' INLETS IF THE INSIDE DEPTH IS LESS THAN 4 FEET.
3. CENTER SUPPORT BEAM REQUIRED FOR 15' AND 20' STANDARD CURB INLETS.
4. #4 BARS DOWELLED INTO INLET ON 18" CENTERS WHERE SIDEWALK IS ADJACENT TO INLET.
5. ADDITIONAL STEEL TO BE PLACED AROUND MANHOLE OPENING.

STANDARD CURB INLET PLAN
SCALE: 1" = 5'-0"



NOTES:
1. STEPS SHALL CONFORM TO ASTM C478-88a.
2. MANHOLE STEPS, SPACED 14" APART & STAGGERED AS DIRECTED BY THE ENGINEER, SHALL BE PROVIDED ON ALL INLETS WHERE THE DEPTH EXCEEDS 5'-0".

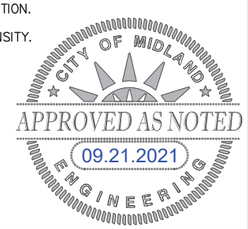
NON-CORROSIVE M.H. STEPS
SCALE: 1-1/2" = 1'-0"

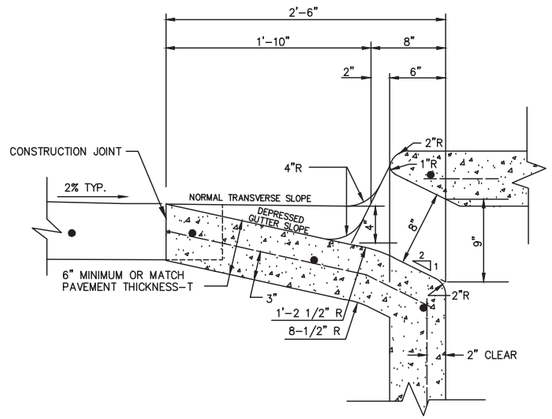


SECTION A-A

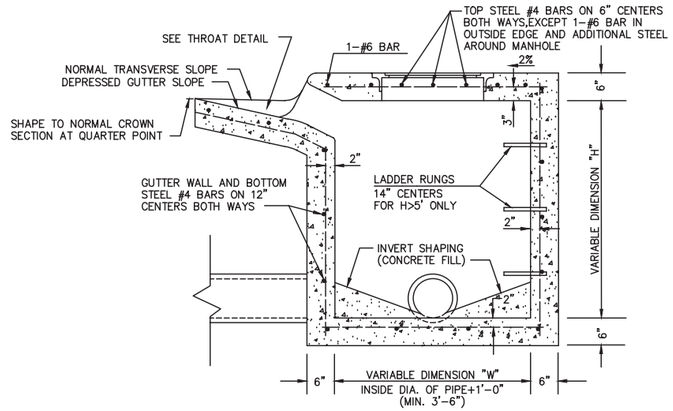
GENERAL NOTES

1. ALL CONCRETE SHALL BE CLASS "A" (5 BAGS OF CEMENT PER C.Y. & A MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I. AT 28 DAYS).
2. ALL REINFORCING STEEL SHALL BE NEW BILLET STEEL CONFORMING TO ASTM A-615.
3. CHAMFER ALL EXPOSED CORNERS 3/4" EXCEPT WHERE OTHERWISE NOTED.
4. DIMENSIONS RELATING TO REINFORCING STEEL ARE TO CENTERS OF BARS.
5. FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMODATE STORM SEWER PIPE.
6. ALL REINFORCING STEEL SHALL HAVE A MINIMUM COVER OF 2".
7. RECESSED CURB INLETS SHALL BE REQUIRED ON ALL ARTERIAL AND COLLECTOR STREETS.
8. ROCK FOUNDATION SHALL BE USED DURING PREFABRICATED INLET BOX INSTALLATION. 6" FOR BACKFILL WITH FLOWABLE FILL TO FILL VOIDS OR COMPACT WITH SELECT SURPLUS EXCAVATION COMPACTED IN 8" LIFTS TO 95% STANDARD PROCTOR DENSITY.



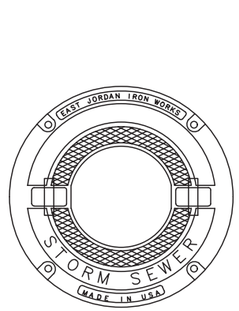


THROAT DETAIL FOR STANDARD INLETS ON CONCRETE STREETS
SCALE: 1-1/2" = 1'-0"



NOTE:
TOP OF INLET TO SLOPE 2% TOWARDS STREET.

INLET SECTION FOR RECESSED AND STANDARD INLETS ON CONCRETE STREETS
SCALE: 3/4"=1'-0"



NOTE:
MANHOLE COVER AND FRAME SHALL BE EAST JORDAN IRON WORKS, INC. NO. 1342 APT AND 1342 ZPT. LOCAL SUPPLIER IS BASS & HAYS FOUNDRY, INC., GRAND PRAIRIE, TEXAS.

MANHOLE DETAIL
SCALE: 1" = 1'-0"



03/13/2020

PARKHILL SMITH & COOPER

PSC

MIDLAND
Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

CITY OF MIDLAND
STANDARD DETAILS

STORM DRAIN
DETAILS

76

ISSUING OFFICE: MIDLAND PROJECT NO: 2844.18

SPECIFICATIONS

Project Name: Garfield Street Utility Bond Project – Break Out Set 01

Project Number: BPU18-02

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

ENGINEERING SERVICES DIRECTOR

Jose Ortiz



NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 20th day of October, 2021, and publicly opened and read aloud at that time.

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

The Proposed Work provides for the furnishing of materials and labor for Garfield Street Utility Bond Project – Break Out Set 01 together with other miscellaneous and appurtenant work.

ATTENTION: A MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, October 13th, 2021 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders must attend the meeting either in person.

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

jferguson@midlandtexas.gov

The deadline for submitting additional questions after the Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, October 15, 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 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 September 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 March 13, 2020 and September 20, 2021, and numbered 1 (1) through 8 (8) inclusive, 9A (9), 10 (10), 14 (11) through 17 (14) inclusive, 19 (15), 27 (16) through 29 (18) inclusive, 31 (19), 39 (20) through 41 (22) inclusive, 44 (23), 45 (24), 53 (25) through 55 (27) inclusive, and 59 (28) through 76 (45) 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 September 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

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

CD King Construction dba JD King

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.**

Chad King

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

10/4/21

Date

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.**

CD King Construction

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.**

N/A

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 Stephanie Ruder

Signature of vendor doing business with the governmental entity

10/20/21

Date

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

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Higginbotham Insurance Agency, Inc.
4800 E. University Blvd., Suite B
Odessa TX 79762

CONTACT NAME: Kathy Horton
PHONE (A/C, No, Ext): 432-368-7676 **FAX (A/C, No):** 432-368-7505
E-MAIL ADDRESS: khorton@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Argonaut Insurance Company	19801
INSURER D : Nautilus Insurance Company	17370
INSURER E : Berkley Regional Insurance Company	29580
INSURER F : RLI Insurance Company	13056

INSURED JDKIN
CD King Construction, LLC dba JD King
Kings Royal Rental & Supply LLC;
P.O. Box 1254
Seminole TX 79360

COVERAGES **CERTIFICATE NUMBER:** 1647638561 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Sudd & Accid Pol GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:			EGL001278315	6/1/2020	6/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG S&A Pollution	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ Included
E	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MCS90 X CA9948			ECA312474915	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			EUL001278415	6/1/2020	6/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			0001288315 WC928638623534	6/1/2020 6/1/2020	6/1/2021 6/1/2021	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
D F	Pollution Liability Lsd/Rtd Equp From Others			CPL202915311 ILM0709479	6/1/2020 6/1/2020	6/1/2021 6/1/2021	See Below See Below	See Below See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status (GL additional insured includes Ongoing and Completed Operations) and General Liability, Automobile Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JDKIN

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	CD King Construction, LLC dba JD King Kings Royal Rental & Supply LLC; P.O. Box 1254 Seminole TX 79360
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation Policy #WC928518623534 excludes coverage for executive offiers: Chad King

Equipment Policy #ILM0709479 includes Leased & Rented Equipment Coverage with $675,000 Per Item Limit / $10,000,000 Cat Limit Any One Occurrence and has deductibles of:

$1,000 deductible items valued under $250,000
$5,000 for items valued $250,000-$500,000
$10,000 for items valued over $500,000

Equipment Policy Valuation: Replacement cost on items 5 years old or newer; ACV items over 5 years old.

The Contractors Pollution Policy #CPL202915311 has $5,000,000 Each Pollution Condition Limit / $5,000,000 General Aggregate and has a $25,000 Deductible for Each Pollution Condition.

The Umbrella Liability policy is Follow Form as respects the Schedule of Underlying Insurance which includes General Liability, Automobile Liability and Employers Liability.
RE: Scharbauer Drive

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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: CD King Construction

Local Address (must be within the City limits): n/a

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: Stephanie Ruder Date: 10/20/21

Printed Name and Title: Stephanie Ruder, Project Manager

CITY OF MIDLAND

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

   _____

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   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: 10/20/21

Printed Name and Title: Stephanie Ruder PM

TECHNICAL SPECIFICATIONS

FOR: Garfield Street Utility Bond Project – Break Out Set 01

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

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

1) Preparation of Right of Way
2) Excavation, Embankment and Preparation of Subgrade
3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
4) Concrete Structures
5) Flexible Base, Caliche
6) Bituminous Prime
7) Bituminous Tack
8) Hot Mix Asphaltic Concrete
9) Double Course Asphalt Surface Treatment
10) Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat
11) Seal Coat
12) Asphalt –Rubber Seal Coat
13) Polymer Modified Slurry
14) PVC Pipe Casings
15) Water Line Specifications
16) Gravity Flow Sewers for Waste Water and Storm Water

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

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) "Contract" or "This Contract" or "Agreement": The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) "Owner", "City", or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) "Engineer": The word "Engineer" used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

The City may make periodic payments to Contractor; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Contractor and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

65. OTHER FEDERAL REQUIREMENTS

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

Updated September 2021

SPECIAL PROVISIONS

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

1. SCOPE OF WORK:

Included in this Project will be **Garfield Street Utility Bond Project – Break Out Set 01** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, replacement, relocation, and installation of existing and proposed storm drain, water, wastewater, and conduit infrastructure and appurtenances including all necessary mobilization, material storage and protection, saw-cutting, pavement removal, excavation, embedment, backfill, pavement repair, sidewalk repair, concrete joint sealing, erosion control, traffic control, coordination with City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The storm drain infrastructure installed on Garfield Street from Kansas Avenue to Louisiana Avenue as part of this project will not be connected to a downstream storm drain system in the interim condition after the completion of this project. For that reason, the Contractor is required to provide plastic wrap or other temporary methods approved by the City of Midland to prevent inflow into the storm drain inlets that are installed while also enabling normal traffic operations to take place after the completion of the project. This is considered ancillary to the overall project, and will not be paid as a separate bid item.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

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

2. ORDER OF PRECEDENCE:

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

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

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

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

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

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

Water Bid Items: 1 – 6 and 8 – 10

Wastewater Bid Items: 1 – 7

Storm Drain Bid Items: 1 – 10

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

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

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 properties must be maintained at all times unless otherwise directed by the Engineer. If the Contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

Special consideration is to be given by the Contractor for access to Midland Memorial Hospital and Fire Station 5. These are vital, life critical facilities, and the Contractor must make every reasonable effort to minimize the duration of any access interruption to these sites. The Contractor must coordinate with each site and the City of Midland regarding any planned access interruptions to these sites. The Contractor must also notify both sites and the City of Midland at least one (1) calendar week in advance of any planned access interruptions.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

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

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

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

Special consideration is to be given by the Contractor for service to Midland Memorial Hospital and Fire Station 5. These are vital, life critical facilities, and the Contractor must make every reasonable effort to minimize the duration of any service interruption to these sites. The Contractor must coordinate with each site and the City of Midland regarding any planned service interruptions to these sites. The Contractor must also notify both sites and the City of Midland at least one (1) calendar week in advance of any planned service interruptions.

11. CONSTRUCTION SCHEDULE:

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

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50’) intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

14. CONSTRUCTION MATERIALS:

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

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

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

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

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

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

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary,

approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

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

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

17. TESTING:

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

Required testing includes:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

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

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

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

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

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Storm Water, Part 3.14, Testing Gravity Mains And Manholes.

- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.

- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Stormwater Specifications, Part 3.14, Hydrostatic Testing.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the wastewater mains for the full length of the wastewater system installed, including through all wastewater structures. CCTV video is not required for wastewater laterals unless directed by the Engineer.

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

- As-Built Survey of Storm Drain Pipes & Culverts – Provide as-built survey shots at fifty-foot (50') intervals along the storm drain pipe or culvert at the top of the pipe or culvert installed.

- As-Built Survey of Storm Drain Structures – Provide as-built survey shots at the inverts of all storm drain structures that are installed to verify the storm drain grades, including all manholes, junction boxes, and inlets.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the storm drain for the full length of the storm drain system installed, including through all storm drain structures. CCTV video is not required for storm drain laterals unless directed by the Engineer.

18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _180_ 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, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

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

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a

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

PROPOSAL

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

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

Project Name: Garfield Street Utility Bond Project – Break Out Set 01

Project Number: BPU18-02

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	6 MO	Mobilization, furnished, installed, complete and in place, for the sum of: eleven thousand five hundred sixty eight dollars and fifty one cents per month. (Pay Note M1)	$ 11568.51	$ 69411.08
2)	6 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: two thousand nine hundred eighty two dollars and nine cents per month. (Pay Note M2)	$ 2982.09	$ 17892.54
3)	6 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: three thousand nine hundred seven dollars and fifty one cents per month. (Pay Note M3)	$ 3907.51	$ 23445.06
4)	6 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: two thousand five hundred fifty two dollars and fourteen cents per month. (Pay Note M4)	$ 2552.14	$ 15312.84
5)	N/A	Material Mark-up, complete and in place, for the sum of: fifteen percent. (Pay Note M5)	% 15	$ N/A

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: fifteen percent. (Pay Note M6)	% 15	$ N/A
7)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: fifteen percent. (Pay Note M7)	% 15	$ N/A
Total Miscellaneous Items 1-7		$ 126,061.52		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	710 LF	Removal & Disposal of Existing Water Main, complete and in place, for the sum of: awesome eleven dollars and eighty three cents per linear foot. (Pay Note D1)	$ 11.83	$ 8399.30
2)	1,140 LF	Removal & Disposal of Existing Wastewater Main, complete and in place, for the sum of: twelve dollars and ninety four cents per linear foot. (Pay Note D1)	$ 12.94	$ 14751.60
3)	390 LF	Removal & Disposal of Existing Storm Drain, complete and in place, for the sum of: thirteen dollars and forty two cents per linear foot. (Pay Note D1)	$ 13.42	$ 5233.80
4)	21 CY	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place, for the sum of: two hundred ten dollars and sixty eight cents per cubic yard. (Pay Note D2)	$ 210.68	$ 4424.28
5)	2 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: one thousand one hundred thirty four dollars and eighty cents per each. (Pay Note D3)	$ 1134.80	$ 2269.60
6)	4 EA	Removal & Disposal of Existing Manhole, (0'-5' Deep), complete and in place, for the sum of: one thousand four hundred four dollars and fifty three cents per each. (Pay Note D4)	$ 1404.53	$ 5618.12
7)	32 VF	Remove & Disposal of Existing Manhole Additional Depth, (> 5' Deep), complete and in place, for the sum of: one hundred fifty three dollars and eighty one cents per vertical foot. (Pay Note D5)	$ 153.81	$ 4921.92

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	2,580 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: six dollars and thirty two cents per square yard. (Pay Note D6)	$ 6.32	$ 16305.60
9)	65 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: five dollars and sixty nine cents per linear foot. (Pay Note D7)	$ 5.69	$ 369.85
10)	25 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: twenty eight dollars and ninety four cents per square yard. (Pay Note D8)	$ 28.94	$ 723.50
11)	1 EA	Removal & Disposal of Existing Concrete Structure, complete and in place, for the sum of: one thousand four hundred forty seven dollars and eighteen cents per each. (Pay Note D9)	$ 1447.18	$ 1447.18
12)	320 LF	Additional Trenching for Pipe Removal, complete and in place, for the sum of: seventeen dollars and two cents per linear foot. (Pay Note D10)	$ 17.02	$ 5446.40
Total Demolition Items 1-12			$ 69,911.15	

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1,360 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: eighty four dollars and sixty four cents per linear foot. (Pay Note W1)	$ 84.64	$ 115110.40
2)	280 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: seventy four dollars and forty seven cents per linear foot. (Pay Note W1)	$ 74.47	$ 20851.60
3)	5 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: four thousand eight hundred ninety one dollars and ninety seven cents per each. (Pay Note W2)	$ 4891.97	$ 24459.85
4)	8 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: one thousand nine hundred thirty two dollars and seventy eight cents per each. (Pay Note W2)	$ 1932.78	$ 15462.24
5)	6 EA	Fire Hydrant Assembly, furnished, installed, complete and in place, for the sum of: four thousand five hundred thirty three dollars and twenty seven cents per each. (Pay Note W3)	$ 4533.27	$ 27199.62
6)	1.2 TON	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: sixteen thousand six hundred fifty eight dollars and thirty three cents per ton. (Pay Note W4)	$ 16658.33	$ 19990.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	3 EA	Connect to Existing Water Main, furnished, installed, complete and in place, for the sum of: three thousand six hundred fifty five dollars and seventy five cents per each. (Pay Note W5)	$ 3655.75	$ 10967.25
8)	5 EA	12"x1" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: six hundred thirty six dollars and eighty nine cents per each. (Pay Note W6)	$ 636.89	$ 3184.45
9)	5 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: one thousand one hundred fourteen dollars and ninety nine cents per each. (Pay Note W7)	$ 1114.99	$ 5574.95
10)	80 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: thirty dollars and twenty four cents per linear foot. (Pay Note W8)	$ 30.24	$ 2419.20
11)	5 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: two hundred seventy dollars and seven cents per each. (Pay Note W9)	$ 270.07	$ 1350.35

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
12)	1,640 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: eleven dollars and eight cents per linear foot. (Pay Note W10)	$ 11.08	$ 18171.20
Total Water Items 1-12		$ 264,741.11		

Base Bid: Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1,060 LF	12" SDR 26 ASTM D3034, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: eighty six dollars and seven cents per linear foot. (Pay Note WW1)	$ 86.07	$ 91234.20
2)	100 LF	8" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: forty three dollars and thirty six cents per linear foot. (Pay Note WW1)	$ 43.36	$ 4336.00
3)	80 LF	6" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: thirty six dollars and fifty six cents per linear foot. (Pay Note WW1)	$ 36.56	$ 2924.80
4)	1 EA	72" Fiberglass Manhole & Cover, (0'-5' Deep), furnished, installed, complete and in place, for the sum of: seven thousand three hundred sixty two dollars and eighteen cents per each. (Pay Note WW2)	$ 7362.18	$ 7362.18
5)	11 VF	72" Fiberglass Manhole Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place, for the sum of: seven hundred sixty six dollars and forty one cents per vertical foot. (Pay Note WW3)	$ 766.41	$ 8430.51

Base Bid: Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	4 EA	48" Fiberglass Manhole & Cover, (0'-5' Deep), furnished, installed, complete and in place, for the sum of: three thousand three hundred thirty six dollars and thirty five cents per each. (Pay Note WW2)	$ 3336.35	$ 13345.40
7)	32.5 VF	48" Fiberglass Manhole Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place, for the sum of: four hundred thirteen dollars and sixty five cents per vertical foot. (Pay Note WW3)	$ 413.65	$ 13443.63
8)	2 EA	Connection to Existing Manhole, furnished, installed, complete and in place, for the sum of: two thousand one hundred twenty three dollars and forty eight cents per each. (Pay Note WW4)	$ 2123.48	$ 4246.96
9)	3 EA	Connection to Existing Wastewater Main, furnished, installed, complete and in place, for the sum of: one thousand six hundred three dollars and sixty two cents per each. (Pay Note WW5)	$ 1603.62	$ 4810.86
10)	1,240 LF	Open Trenching of Wastewater Main, furnished, installed, complete and in place, for the sum of: twenty four dollars and fifty six cents per linear foot. (Pay Note WW6)	$ 24.56	$ 30454.40
Total Sewer Items 1-10		$ 180,588.94		

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	190 LF	6'x4' Reinforced Concrete Box Culvert, Storm Drain, furnished, installed, complete and in place, for the sum of: nine hundred eighty three dollars and twenty eight cents per linear foot. (Pay Note SD1)	$ 983.28	$ 186,823.20
2)	600 LF	3'x3' Reinforced Concrete Box Culvert, Storm Drain, furnished, installed, complete and in place, for the sum of: two hundred fifty nine dollars and seventy cents per linear foot. (Pay Note SD1)	$ 259.70	$ 155,820.00
3)	60 LF	24" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: one hundred twenty one dollars and sixty two cents per linear foot. (Pay Note SD2)	$ 121.62	$7297.20
4)	40 LF	18" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: eighty four dollars and twenty cents per linear foot. (Pay Note SD2)	$ 84.20	$ 3368.00
5)	60 LF	24" ASTM F2619, HDPE, Storm Drain, furnished, installed, complete and in place, for the sum of: one hundred five dollars and forty nine cents per linear foot. (Pay Note SD2)	$ 105.49	$ 6329.40
6)	3 EA	7'x7'x7' Reinforced Concrete Junction Box, furnished, installed, complete and in place, for the sum of: sixteen thousand six hundred three dollars and sixty six cents per each. (Pay Note SD3)	$ 16,603.66	$ 49,810.98
7)	5 EA	6'x6'x6' Reinforced Concrete Junction Box, furnished, installed, complete and in place, for the sum of: eight thousand one hundred one dollars and sixty one cents per each. (Pay Note SD3)	$ 8101.61	$ 40,508.05

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	8 EA	48" Reinforced Concrete Type C Storm Drain Manhole & Cover, furnished, installed, complete and in place, for the sum of: four thousand one hundred eighty three dollars and twenty four cents per each. (Pay Note SD4)	$ 4183.24	$ 33,465.92
9)	1 EA	6'x3.5'x5.5'" Reinforced Concrete Type BB Inlet With Grates, furnished, installed, complete and in place, for the sum of: five thousand nine hundred ninety five dollars and nine cents per each. (Pay Note SD5)	$ 5995.09	$ 5995.09
10)	2 EA	18" Storm Drain Plug, furnished, installed, complete and in place, for the sum of: two hundred forty two dollars and sixty eight cents per each. (Pay Note SD6)	$ 242.68	$ 485.36
11)	950 LF	Open Trenching of Storm Drain, furnished, installed, complete and in place, for the sum of: twenty nine dollars and seventy three cents per linear foot. (Pay Note SD7)	$ 29.73	$ 28,243.50
Total Miscellaneous Items 1-11		$ 518,146.70		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	30 SY	6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: one hundred forty six dollars and twenty three cents per square yard. (Pay Note P1)	$ 146.23	$ 4386.90
2)	64 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: thirty six dollars and ninety four cents per linear foot. (Pay Note P2)	$ 36.94	$ 2,364.16
3)	22 SY	Concrete Pedestrian Access Ramp Repair, furnished, installed, complete and in place, for the sum of: one hundred sixty two dollars and eighty one cents per square yard. (Pay Note P3)	$ 162.81	$ 3,581.82
4)	3 SY	4" Concrete Sidewalk Repair, furnished, installed, complete and in place, for the sum of: one hundred twenty two dollars and eleven cents per square yard. (Pay Note P4)	$ 122.11	$ 366.33
5)	2,550 SY	3" Type C HMAC Asphalt Pavement Repair (PG64-22), furnished, installed, complete and in place, for the sum of: thirty four dollars and fourteen cents per square yard. (Pay Note P5)	$ 34.14	$ 87,057.00
6)	2,550 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: twenty five dollars and forty six cents per square yard. (Pay Note P6)	$ 25.46	$ 64,923.00
7)	510 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: four dollars and two cents per gallon. (Pay Note P7)	$ 4.02	$ 2,050.20

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	255 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: eleven dollars and thirty two cents per gallon. (Pay Note P8)	$ 11.32	$ 2,886.60
9)	2,600 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: seventy dollars and twenty four cents per square yard. (Pay Note P9)	$ 70.24	$ 182,624.00
Total Paving Items 1-9		$ 350,240.01		

Bid Price For:	
1. Miscellaneous Items	$ 126,061.52
2. Demolition Items	$ 69,911.15
3. Water Items	$ 264,741.11
4. Wastewater Items	$ 180,588.94
5. Storm Drain Items	$ 518,146.70
6. Paving Items	$ 350,240.01
Total Price	$ 1,509,689.43

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

one million five hundred nine thousand six hundred eighty nine dollars

and forty three 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 180 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

seventy five thousand four hundred eighty four dollars

and forty seven cents total. ($ 75,484.47)

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.

CD King Construction LLC dba JD King		
Name of Contractor		
Submitted By	Stephanie Ruder, Project Manager	
	Print Name and Title	
PO Box 1254		
Mailing Address		
Seminole,	TX	79360
City	State	Zip

PAY NOTES

Garfield Street Utility Bond Project - Break Out Set 01

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Material Mark-up	M5
6	Labor Mark-up (Regular Work Hours)	M6
7	Equipment Rental Mark-up (Non-Standard Equipment Only)	M7
Demolition Items		
1	Removal & Disposal of Existing Water Main	D1
2	Removal & Disposal of Existing Wastewater Main	D1
3	Removal & Disposal of Existing Storm Drain	D1
4	Flowable Fill for Existing Pipes Abandoned In Place	D2
5	Removal & Disposal of Existing Fire Hydrant Assembly	D3
6	Removal & Disposal of Existing Manhole (0'-5' Deep)	D4
7	Removal & Disposal of Existing Manhole Additional Depth (> 5' Deep)	D5
8	Removal & Disposal of Existing Unclassified Pavement	D6
9	Removal & Disposal of Existing Concrete Curb & Gutter	D7
10	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D8
11	Removal & Disposal of Existing Concrete Structure	D9
12	Additional Trenching for Pipe Removal	D10
Water Items		
1	12" AWWA C-900 DR18, PVC, Water Main	W1
2	6" AWWA C-900 DR18, PVC, Water Main	W1
3	12" Gate Valve & Box (MJxMJ/FL)	W2
4	6" Gate Valve & Box (MJxMJ/FL)	W2
5	Fire Hydrant Assembly	W3
6	Ductile Iron Fittings	W4
7	Connect to Existing Water Main	W5
8	12"x1" Tapping Saddle	W6
9	1" Water Service Connection	W7
10	1" Water Service Lateral	W8
11	Water Meter Installation (New Service Lateral)	W9
12	Open Trenching of Water Main	W10

Wastewater Items

1	12" SDR 26 ASTM D3034, PVC, Wastewater Main	WW1
2	8" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main	WW1
3	6" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main	WW1
4	72" Fiberglass Manhole & Cover (0'-5' Deep)	WW2
5	72" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	WW3
6	48" Fiberglass Manhole & Cover (0'-5' Deep)	WW2
7	48" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	WW3
8	Connect To Existing Manhole	WW4
9	Connect to Existing Wastewater Main	WW5
10	Open Trenching of Wastewater Main	WW6

Storm Drain Items

1	6'x4' Reinforced Concrete Box Culvert, Storm Drain	SD1
2	3'x3' Reinforced Concrete Box Culvert, Storm Drain	SD1
3	24" Reinforced Concrete Pipe (RCP), Storm Drain	SD2
4	18" Reinforced Concrete Pipe (RCP), Storm Drain	SD2
5	24" ASTM F2619, HDPE, Storm Drain	SD2
6	7'x7'x7' Reinforced Concrete Junction Box	SD3
7	6'x6'x6' Reinforced Concrete Junction Box	SD3
8	48" Reinforced Concrete Type C Storm Drain Manhole & Cover	SD4
9	6'x3.5'x5.5' Reinforced Concrete Type BB Inlet With Grates	SD5
10	18" Storm Drain Plug	SD6
11	Open Trenching of Storm Drain	SD7

Paving Items

1	6" Concrete Pavement Repair	P1
2	Concrete Curb & Gutter Repair	P2
3	Concrete Pedestrian Access Ramp Repair	P3
4	4" Concrete Sidewalk Repair	P4
5	3" Type C HMAC Asphalt Pavement Repair (PG64-22)	P5
6	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P6
7	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P7
8	Tack Coat (MC-30, 0.10 Gal / SY)	P8
9	Flowable Fill / 2-Sack Backfill	P9

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 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.

M6 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.

M7 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

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

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all plugging or caping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications. Fire hydrant assemblies are to be returned to the City Utility Maintenance Department unless otherwise directed by the Engineer of Record or their representative. This includes removal and disposal of all structures, fittings, pipes, and appurtenances. Measurement and payment to be per each fire hydrant assembly removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes to a depth of 5' per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all drop structures, other structures, base, and appurtenances. Measurement and payment to be made per each manhole removed.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes at depths exceeding 5' per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all drop structures, other structures, and appurtenances. Measurement and payment to be per vertical foot of existing manhole removed below a depth of 5' measured from the lowest invert at the manhole flowline and rounded up to the nearest 0.5'.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot removed.

D8 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard removed.

D9 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Structure per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each structure removed.

D10 Includes the necessary equipment, labor, materials, and incidentals for Additional Trenching for Pipe Removal per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to remove pipe, structures, and appurtenances. This will only apply to those locations where trenching will not occur for the installation of a new utility. Measurement and payment to be made per linear foot measured along the ground surface following the removed pipe centerline through all structures, fittings, and appurtenances.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly to the depth shown in the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W5 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Water Main per the construction drawings and City of Midland standards and specifications, including all fittings, repairs, and appurtenances. Measurement and payment to be made per each connection made.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be per each tapping saddle installed.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), as well as the installation of a new meter box and all appurtenances. Measurement and payment to be made per each water service connection installed.

W8 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Service Lateral pipe per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, polyethylene service line or other pipe, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, and appurtenances.

W9 Includes the necessary equipment, labor, materials, and incidentals for a new Water Meter Installation as part of a new water service lateral installation per the construction drawings and City of MIdland standards and specifications, including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter set.

W10 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

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

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

WW3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole Additional Bury Depth (> 5' pipe invert bury depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot measured from the lowest flowlline invert at the manhole to 5' below the rim elevation.

WW4 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Manhole per the construction drawings and City of Midland standards and specifications, including all coring, grouting, sealing, repairs, and appurtenances. Measurement and payment to be made per each connection made.

WW5 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Wastewater Main per the construction drawings and City of Midland standards and specifications, including all grouting, sealing, repairs, and appurtenances. Measurement and payment to be made per each connection made.

WW6 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Wastewater Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Reinforced Concrete Box Culvert per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the box culvert centerline through all structures and appurtenances.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Storm Drains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

SD3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Reinforced Concrete Junction Box per the consturction drawings and City of Midalnd standards and specifications, including all embedment, base, securing of junction box to fiberglass manhole riser, forms, reinforcement, placement, necessary testing, and appurtenances. Measurement and payment to be made per each junction box installed.

SD4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Manhole & Cover per the construction drawings and City of Midland standards and specifications, to the depth shown on the construction drawings and including all embedment, base, necessary testing, concrete collars, and appurtenances. Measurement and payment to be made per each manhole installed.

SD5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Inlet With Grates per the construction drawings and City of Midland standards and specifications, to the depth shown on the construction drawings and including all embedment, base, necessary testing, concrete collars, and appurtenances. Measurement and payment to be made per each inlet installed.

SD6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Storm Drain Plug per the construction drawings and City of Midland standards and specifications, including all backfill, thrust blocking, and appurtenances. Measurement and payment to be made per each plug installed.

SD7 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Storm Drain per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pavement Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber or rebar reinforcement, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Curb & Gutter Repair per the construction drawings and City of Midland standards and specifications including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P3 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pedestrian Access Ramp Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

P4 Includes the necessary equipment, labor, materials, and incidentals for Concrete Sidewalk Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

P5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "C" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 64-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P6 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "D" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 70-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P7 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P8 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P9 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT CD King Construction, LLC dba JD King (Hereinafter called the Principal), as Principal, and Merchants National Bonding Company, Inc. (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent of the Greatest Amount Bid Dollars ($ 5% G.A.B.) 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 Garfield Street Utility Bond Project – Break Out Set 01.

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

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 20th day of October, 2021.

CD King Construction, LLC dba JD King
Principal

By _____

Address P.O. Box 1254

Seminole, TX 79360

Merchants National Bonding Company, Inc.
Surety

By Payton Blanchard
Payton Blanchard, Attorney-in-Fact

Address P.O. Box 14498

Des Moines, IA 50306

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

Form Revised September 2021

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Allison C Lueck; Cadda E Eary; Donna Martinez; Gwendolyn Johnston; H E Wilkins; James R Reid; Jessica Turner; Kay Blair; Lindsay Senior Gingras; Marie Reyna; Minnie Ortiz; Payton Blanchard; Ralph E French; Sandra Fuller; Shane Smith; Shawn Blacklock; Sherri Collins; Tina LaValley; William Blanchard; William Mitchell Jennings

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of September , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 23rd day of September 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL • IOWA •

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of October, 2021.

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 17th day of November, 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 CD King Construction LLC dba JD King of the City Seminole, County of Gaines, 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: Garfield Street Utility Bond Project – Break Out Set 01 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 180 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: $1,509,689.40 .

INSURANCE

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

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

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

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. The insurance shall name the City as an additional insured and waive subrogation in favor of the City.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Parties of the First Part (Owner)

By: _____
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__ personally appeared _____, an officer of CD King Construction, LLC dba JD King, 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 October 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 Garfield Street Utility Bond Project - Break Out Set 01 , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Garfield Street Utility Bond Project – Break Out Set 01, 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 September 2021

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Garfield Street Utility Bond Project – Break Out Set 01

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 September 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^{o} F or lower. Concrete may be placed when the ground temperature is rising from 35^{o} 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.

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

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FLEXIBLE BASE, CALICHE

1. GENERAL

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

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

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

2. MATERIALS

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

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

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

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

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

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

3. CONSTRUCTION

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

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

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

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

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

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

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

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

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

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

8/07

BITUMINOUS PRIME

1. GENERAL

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

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

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

2. MATERIALS

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

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

3. CONSTRUCTION METHODS

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

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

BITUMINOUS TACK

1. GENERAL

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

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

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

2. MATERIALS

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

3. CONSTRUCTION METHODS

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

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

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

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

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

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

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

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

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

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

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

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

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

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

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

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

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

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

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

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

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

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

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

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

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

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

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

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

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

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

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

3. CONSTRUCTION METHODS

A. GENERAL

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

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

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

B. PLACING

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

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

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

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

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

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

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

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

C. COMPACTION AND FINISHING

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

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

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

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

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

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

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

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

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

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

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

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

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

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

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 – (Texas Highway Department 1982 Grade 3)	Retained on ¾" Sieve -	0% by weight
	Retained on 5/8" Sieve -	0 – 2% by weight
	Retained on ½" Sieve -	20, 35% by weight
	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 - (Texas Highway Department 1982 Grade 5)	Retained on ½" Sieve -	0% by weight
	Retained on 3/8" Sieve -	0 – 5% by weight
	Retained on No. 4 Sieve -	40 – 85% by weight
	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^{o} F Minimum
Initial Boiling Point (ASTM D-86)	340^{o} F Minimum
Dry Point (ASTM D-86)	390^{o} - 415^{o} 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^{o} and 400^{o} 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^{o} 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.

08/07

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^{o} 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^{o} 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.

08/07

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the 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^{o} 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^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	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

MIDLAND
Engineering Services

ADDENDUM #01

Project Number BPU18-02

TO ALL BIDDERS ON THE SUBJECT BID: Garfield Street Utility Bond Project – Break Out Set 01

ADDENDUM #01

DATE: October 15, 2021

1. Q/A and Clarification
2. Revised Construction Drawings Cover Sheet
3. Revised Bid Packet Cover Sheet
4. Mandatory Pre-Bid Meeting Agenda
5. Mandatory Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

CD King Construction LLC dba JD King
Company Name

Bidder Authorized Signature

10/19/21
Date

Stephanie Ruder
Please Print Above Name

800-805-6302
Phone

Garfield Street Utility Bond Project – Break Out Set 01
Project Number BPU18-02

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license, and also equivalent to or a higher class than either a Wastewater D license or an active Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation will be rejected as a non-responsive bid. If a Contractor allows either or both the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew their active licenses before resuming work or to end the project immediately.

Clarification: The Cover Sheet for the Construction Drawing Set has been revised to account for organizational changes with the City of Midland's staff. This does not affect the project design in any way. Bidders are directed to replace the previous Construction Drawing Set cover sheet with the attached cover sheet for this project bid.

Clarification: The Cover Sheet for the Bid Packet has been revised to account for organizational changes with the City of Midland's staff. This does not affect the project design in any way. Bidders are directed to replace the previous Bid Packet cover sheet with the attached cover sheet for this project bid.

Clarification: The Contractor for this project will be required to proceed with construction activity from south to north for this project, and cannot begin work at Golf Course Road and Garfield Street until all work between Kansas Avenue and Michigan Avenue along Garfield Street has been completed first. The Contractor is directed to minimize the disruption to the hospital and fire station activities as much as possible.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item listed.

Clarification: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions in accordance with the Bid Packet's Special Provisions section. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times in accordance with the Bid Packet's Special Provisions section, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Contractor is to return all existing fire hydrants removed during this project to the City of Midland Utilities. Fire hydrant removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: Contractor is to return all existing meters removed during this project to the City of Midland Utilities. Meter removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: This project area is located within an existing fully developed part of the City with multiple critical and highly active facilities and properties located adjacent to the project site. As such, the Contractor is directed to be mindful of pedestrian activity in the vicinity of their project site, to keep the project site and equipment secure at all times, and to always prioritize the safety and welfare of the public and their work crews. In particular the church, middle school, hospital, and fire station should be handled with particular care due to either the abundance of pedestrian activity, including small children, or the urgent, time-sensitive nature of their operations.

Clarification: The Contractor is also reminded to verify all existing conditions before starting demolition, excavation, or construction activities.

Clarification: Due to the unusual and volatile nature of the supply market at the time of this project's bid, the City will pay for material delivery for specific bid items rather than only for work performed if ordering the material needed up-front will help bidders to achieve better pricing. Contractors must ensure that any material ordered is properly stored, and material that is found to be damaged or defective, including due to improper storage or exposure, will be rejected and must be replaced prior to installation at no additional cost to the City. This will apply to bid items listed in the Bid Packet's Special Provisions section under 4. PAYMENT. All other bid items, including items for demolition and paving, will be paid as per the City's normal policy based upon material installed, and not based upon material delivered.

Question: Anticipated start date for construction?
Answer: This will be determined during the pre-construction meeting after the project has been awarded.

Question: Which Council Meeting will this project be awarded at?
Answer: The City anticipates taking this project to the November 16, 2021 Council Meeting to seek permission to award the project.

Question: Have the church and other groups around this project area been contacted?
Answer: The City has discussed the overall project with the affected adjacent properties a number of times prior to bidding this project out, but the City has not yet approached them about the details of this specific project and does not plan to until after this project has been awarded so that more specific answers can be provided to the questions the City anticipates that it will receive.

Question: Has anyone talked to this hospital about this project yet?
Answer: The City has talked to the hospital about this project a little in the past as described in the previous answer, and in general the impression given is that the hospital will be glad when the work is done.

GARFIELD STREET UTILITY BOND PROJECT
WATER, WASTEWATER, & STORM DRAIN IMPROVEMENTS
FROM GOLF COURSE RD TO MICHIGAN AVE
PROJECT NUMBER BPU18-02

BREAK OUT SET 01

SEPTEMBER 2021

NET LENGTH OF PROJECT = 1300 LF

Texas 811 Know what's below. Call before you dig.

CONTRACTOR _____

DATE CONTRACTOR BEGINS

WORK _____

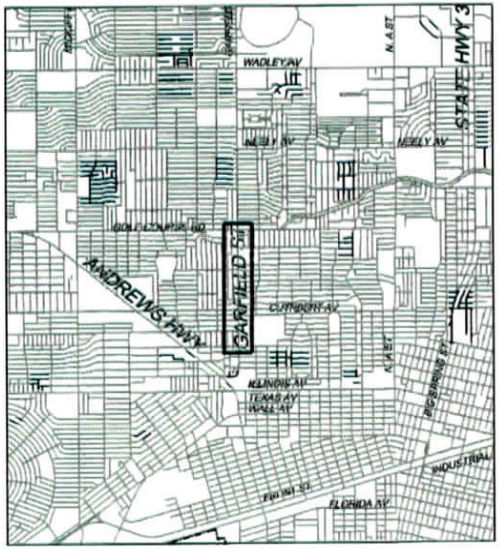
DATE WORK WAS COMPLETED _____

DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

01

SHEET INDEX	
SHT. NO.	SHEET DESCRIPTION
1	TITLE SHEET
2-5	GENERAL NOTES
6-8	PROJECT LAYOUT SHEETS
9A	QUANTITY SUMMARY SHEET
10, 14-15	REMOVAL PLANS
16	HORIZONTAL ALIGNMENT INFORMATION
17	EROSION CONTROL PLAN
19, 27-29	WATER MAIN PLAN-PROFILE SHEETS
31, 39-41,44	WASTEWATER MAIN PLAN-PROFILE SHEETS
45, 53-55, 59	STORM DRAIN PLAN-PROFILE SHEETS
60-76	STANDARD DETAILS



LOCATION MAP
NO SCALE

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

01

ENGINEERING MANAGER - CIP
JOSHUA C. FERGUSON, P.E.
PHONE: (432) 685-7290
EMAIL: jferguson@midlandtexas.gov

MIDLAND Engineering Services

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND TX 79702

CITY OF MIDLAND
APPROVED AS NOTED
10.15.2021
ENGINEERING

01 - 2ND APPROVED AS NOTED

CITY OF MIDLAND
APPROVED AS NOTED
09.21.2021
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS granted in and authority to waive or correct the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other provisions or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny issuance or use of construction plans which misinterpret or violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction

CHRISTIAN SCHNITZER
84810
LICENSED
PROFESSIONAL ENGINEER
09/20/2021

PARKHILL SMITH & COOPER

PSC

MIDLAND Engineering Services

GARFIELD ST. UTILITY IMPROVEMENTS

TITLE SHEET

1

BILLING OFFICE: MIDLAND PROJECT NO. 2044.15

MIDLAND
Engineering Services

SPECIFICATIONS

Project Name: Garfield Street Utility Bond Project – Break Out Set 01

Project Number: BPU18-02

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

ENGINEERING SERVICES DIRECTOR

Jose Ortiz



Prepared by City of Midland, Texas
Engineering Services Division

October 2021

MIDLAND
Engineering Services

Garfield Street Utility Bond Project – Break Out Set 01
Mandatory Pre-Bid Meeting Agenda
Project No. BPU18-02
October 13, 2021

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Jose Ortiz – Engineering Services Director
   - Josh Ferguson – Engineering Manager – CIP, project engineer
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Jesus Perez – Project Manager
   - Carl Craigo – Utilities Director
   - Cory Moose – Assistant Utilities Director
   - Rex Swearinger – Operations Planner, utility coordination
   - Mike Pacelli – Traffic Engineer
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Sr. Transportation Technician
   - Gabe McClelland – Transportation Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - This project will include the removal, relocation, replacement, and installation of existing and proposed water, wastewater, storm drain, and conduit infrastructure and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Construction Drawings and Specifications, and to satisfactorily complete the work.
   - In general, this project involves replacing and relocating water and wastewater infrastructure and replacing and extending storm drain infrastructure along Garfield Street from Golf Course Road to the alley south of that intersection and also from Kansas Avenue to Michigan Avenue.
   - This project is a break out from a larger overall project. Areas indicated as future work to be performed by others will not be part of this project.

4. Bid Process
   - Pre-Bid Meeting attendance is mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Mandatory Pre-Bid Meeting must be submitted via email to the following email address: jferguson@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, October 15, 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: 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:
City of Midland, Texas
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79702

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St, Suite 330
Midland, TX 79701

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

- **Bid Opening is Wednesday, October 20, 2021 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public, and bidders are free to attend in person. Bidders who attend in person are encouraged to wear a mask inside City Hall.
  - 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.
   - Invoices submittals need to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed in the Bid Packet's Special Provision section, sub-section 4. Payment.
   - 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
   - The construction drawing set for this project is a break out from a larger overall design drawing set. Areas shaded grey on the construction drawing sheets provided indicate areas of future work to be performed by others that will not be part of this project.

- Bidders must provide documentation as part of the bid packet submittal proving that they possess both an active Water Operator D license and either an active Wastewater D license or an active Class 1 Collections license, and the Contractor must maintain at least one of these active licenses for the entirety of the project.
- Comply with all OSHA and other applicable safety requirements and regulations at all times.
- Construction on this project is to proceed from south to north.
  - Work must be completed on the section from Kansas Avenue to Michigan Avenue before work can begin on the north portion at Golf Course Road.
- Contractor is responsible for maintaining service to adjacent lots during this project.
  - Contractor must notify affected properties at least two (2) business days prior to any planned service interruption.
  - Special consideration is to be given by the Contractor for access to Midland Memorial Hospital and Fire Station 5 in regards to service as per the Bid Packet's Special Provisions 10. PROPERTY AND RIGHT-OF-WAY SERVICE.
- Construction staking is solely the responsibility of the Contractor.
- Construction testing is solely the responsibility of the Contractor.
- Contractor is responsible for Traffic Control for this project.
  - At least one lane of travel is to be maintained on Louisiana Avenue and Michigan Avenue. Full closure of Garfield Street will be allowed one block at a time, however all work within that closed block must be completed before work can proceed to the next block.
  - The intersection of Garfield Street and Golf Course Road may be completely closed during construction, but in exchange all work at this intersection must be completed in no less than 60-days from the date it is first fully closed.
  - Contractor is responsible for maintaining access to adjacent lots during this project.
    - Special consideration is to be given by the Contractor for access to Midland Memorial Hospital and Fire Station 5 in regards to vehicle access as per the Bid Packet's Special Provisions 9. PROPERTY AND RIGHT-OF-WAY ACCESS.
- Material stored on the project site must be properly stored and protected from damage and weathering.
- Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sand bag BMPs or similar temporary erosion protection emplacements at all times.
- There is a one (1) Calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
   - Bidders are directed to bid the item quantities in the Bid Packet's Proposal, not the quantities listed in the design drawings.
   - The cover sheets of the Construction Drawing set and Bid Packet will be revised as part of Addendum 01 to reflect organizational adjustments at the City. This will not impact the project design or quantities in any way from the original bid documents.
   - The storm drain infrastructure installed on Garfield Street from Kansas Avenue to Louisiana Avenue will not be connected to a downstream system at the conclusion of this project, and therefore plastic wrap or other temporary methods approved by the City must be put in place by the contractor to prevent inflow into the system in the interim condition.
   - There are a number of active overhear electric lines throughout this project site. Contractors are to be mindful of them and exercise all due caution whenever working in close proximity to these lines.
   - This project is located in a fully developed urban environment on a major drainage arterial street with numerous houses and critical facilities (fire station, hospital, etc.) adjacent to the project site. In addition to overhead electric lines, there are also many trees and other structures throughout the project site. The Contractor is to be mindful of all of these things when operating in this area and coordinate with the City of Midland regarding any discrepancies found between the construction drawings and actual field conditions.
   - Contractor is responsible for protecting the underground storm drains from debris and sediment during construction, and will be required to remove any sediment, debris, etc. that enters the system prior to final acceptance of the project.

- There will be no suspension or extension of construction time between different phases of construction unless the City of Midland determines and states in writing that the contractor cannot proceed due to reasons that are beyond their control and responsibility.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Josh Ferguson with the City of Midland.

Engineering Services

Josh Ferguson
Phone: (432) 685-7290
Email: jferguson@midlandtexas.gov

Jesus Perez
Phone: (432) 685-7471
Email: jperez@midlandtexas.gov

Pre-Bid Meeting Attendance

BPU18-02

Garfield Street Utility Bond Project - Break Out Set 01

Date: 10-13-2021 - 3:00 PM

☑	Name (Please Print)	Company Name (Please Print)	Phone Number	Fax Number	Email
	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
	Todd Overeul	Boler	432-553-58		
	Greg Boler	Boler			
	Emily Williams	Boler	694.0660		emily@boler.net
	Chris Adams	Boler			
	Jon Dimas	MH Civil Constructors	806-367-6043		bid@mh-civil.com
	ALBERTO CABALLERO	ENTRENCH	575-492-1914		ALBERTO@ENTRENCHTEX.COM
	Kevin Indiongco	COM Engineering	757-214-5209		kindiongco@midlandtexas.gov
	Madison Brasuell	COM			mbrasuell@midlandTX.gov
	Bobby Wasserchleg	COM	685-7575		
	Stephanie Ruder JD King		432 209	6777	Stephanie.ruder@jdkingcorp.com
	Eric Clutter	TEC	940-521-6933		eclutter@tecexcavation.com
	Carl Craig	COM	432 685 2260		
	JJ Flores	FC-TMPTL	806-576-02		

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PO BOX 13087 MC-178 ✦ AUSTIN TEXAS 78711-3087

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator Licensing Section of the Permitting and Registration Support Division has issued the enclosed WASTEWATER TREATMENT OPERATOR certificate and pocket card.

RECEIPT OF PAYMENT

Fee Type: NEW APPLICATION
Date Fee Paid: 04/22/2019
Amount Paid: $ 111.00

TEST SCORE: 70

CONTACT INFORMATION
WASTEWATER LICENSING
(512)239-0170

For general information about licensing visit:
www.tceq.texas.gov/licensing
Pursuant to 30 TAC 30.24(k), you are required to notify the TCEQ of any contact information changes within 10 days of the date the change occurs.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

JUSTIN M ROBINSON
Is hereby licensed as a
WASTEWATER TREATMENT OPERATOR

Class	License Number	Expires
A	WW0062895	07/16/2022

SIGNATURE

EXECUTIVE DIRECTOR

TCEQ VIP/ Form occ3 (09-07-06)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

JUSTIN M ROBINSON

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS A WASTEWATER TREATMENT OPERATOR

License Number: WW0062895
Issue Date: 07/16/2019
Expiration Date: 07/16/2022

Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PO BOX 13087 MC-178 ✦ AUSTIN TEXAS 78711-3087

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator ısing Section of the Permitting and Registration Support Division has issued the enclosed WATER OPERATOR certificate and pocket card.

RECEIPT OF PAYMENT

Fee Type: NEW APPLICATION
Date Fee Paid: 08/13/2019
Amount Paid: $ 111.00

TEST SCORE: 72

CONTACT INFORMATION
WATER LICENSING
(512)239-6133

For general information about licensing visit:
www.tceq.texas.gov/licensing
Pursuant to 30 TAC 30.24(k), you are required to notify the TCEQ of any contact information changes within 10 days of the date the change occurs.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

JUSTIN M ROBINSON
Is hereby licensed as a
WATER OPERATOR

Class	License Number	Expires
A	WO0044925	12/19/2022

SIGNATURE

EXECUTIVE DIRECTOR

TCEQ VIPP Form oce3 (09-07-06)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

JUSTIN M ROBINSON

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS A WATER OPERATOR

License Number: **WO0044925**
Issue Date: **12/19/2019**
Expiration Date: **12/19/2022**

Executive Director
Texas Commission on Environmental Quality

City Council Meeting

Item Number: 10

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE GARFIELD STREET WATER MAIN IMPROVEMENTS PROJECT TO TEC EXCAVATION, INC., IN THE AMOUNT OF $524,090.00; APPROVING $52,409.00 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS (DISTRICT 3) (GENERAL SERVICES)

Purpose:

Resolution authorizing the execution of a contract for the Garfield Street Water Main Improvements Project.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the GO Bond Fund 179 and will be appropriated to the Garfield Street Utilities Project.

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 Garfield Street Water Main Improvements Project. The bid request was sent to seventy-five (75) companies. We received two (2) bids. Staff recommends awarding a contract to TEC Excavation, Inc. for the amount of $524,090.00. Please see the attached memo from Jose Ortiz, Engineer Services Director, for more information.

Therefore, please consider a resolution awarding a contract for the Garfield Street Water Main

Improvements Project to TEC Excavation, Inc. of Midland, Texas for the amount of $524,090.00. Staff is also requesting an additional $52,409.00 in contingences plus $50,000.00 for project related costs for a total cost of $626,499.00.

Tina Gaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz; City of Midland, Engineering Services Director

SUBJECT: Garfield Street Water Main Improvements ♦ Engr. Project No. U21-07 ♦ Bid Tabulation ♦ Funding #_____

DATE: October 28, 2021

Erika,

Engineer staff has reviewed the bid tabulation for the Garfield Street Water Main Improvements project, a utility bond project. TEC Excavation, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Garfield Street Water Main Improvements project to TEC Excavation, Inc.

TEC Excavation, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the Garfield Street Water Main Improvements project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$524,090.00** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$52,409.00** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made available for the project would be **$626,499.00**.

The agreement specifies a construction period beginning within 15 calendar days of a written notice to proceed for construction.

Jose Ortiz
Engineering Service Director

Cc: Gabe McClelland
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE GARFIELD STREET WATER MAIN IMPROVEMENTS PROJECT TO TEC EXCAVATION, INC., IN THE AMOUNT OF $524,090.00; APPROVING $52,409.00 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS

WHEREAS, the City Manager approved specifications and authorized the advertisement for bids for the Garfield Street Water Main Improvements Project; and

WHEREAS, Bid No. U21-07 was opened on October 27, 2021, with the most advantageous bid being submitted by TEC Excavation, Inc., as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by TEC Excavation, Inc., to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to TEC Excavation, Inc., for the Garfield Street Water Main Improvements Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $52,409.00 for contingencies; and

WHEREAS, the City Council finds it to be in the public interest to approve $50,000.00 for project related costs incurred by the City to facilitate the contract;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with TEC Excavation, Inc., for the Garfield Street Water Main Improvements Project in the amount of $524,090.00. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the sum of $52,409 .00 for contingencies is hereby approved for said agreement.

SECTION THREE. That the sum of $50,000.00 for project costs incurred by the City to facilitate the contract is hereby approved for said agreement.

SECTION FOUR. That funds are available in the GO Bond Fund 179 and will be appropriated to the Garfield Street Utilities Project.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay TEC Excavation, Inc., pursuant to the terms of said contract from funds available in the Garfield Street Utilities Project for said purpose 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 ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

U21-07 - City of Midland: Garfield Street Water Improvements

City of Midland - Engineering Services; October 27, 2021

BID TAB					Boler Equipment Services, Inc.			TEC Excavation, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	3	MO	$ 8,400.00	$ 25,200.00	$ 25,200.00	$ 5,000.00	$ 15,000.00	$ 15,000.00
2	M2	12" Steel Pipe Casing (1/4" Wall Thickness)	80	LF	$ 110.00	$ 8,800.00	$ 8,800.00	$ 140.00	$ 11,200.00	$ 11,200.00
3	M3	Erosion/Sediment Control	3	MO	$ 2,000.00	$ 6,000.00	$ 6,000.00	$ 500.00	$ 1,500.00	$ 1,500.00
4	M4	Job Site Safety	3	MO	$ 2,500.00	$ 7,500.00	$ 7,500.00	$ 1,500.00	$ 4,500.00	$ 4,500.00
5	M5	Material Mark-up	N/A	%	20%	N/A	N/A	15%	N/A	N/A
6	M6	Labor Mark-up (Regular Work Hours)	N/A	%	20%	N/A	N/A	15%	N/A	N/A
7	M7	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%	20%	N/A	N/A	15%	N/A	N/A
1	D1	Removal & Disposal of Existing Water Main	1100	LF	$ 12.00	$ 13,200.00	$ 13,200.00	$ 9.00	$ 9,900.00	$ 9,900.00
2	D2	Removal & Disposal of Existing Fire Hydrant Assembly	1	EA	$ 925.00	$ 925.00	$ 925.00	$ 1,700.00	$ 1,700.00	$ 1,700.00
3	D3	Removal & Disposal of Existing Unclassified Pavement	1260	SY	$ 12.00	$ 15,120.00	$ 15,120.00	$ 8.00	$ 10,080.00	$ 10,080.00
4	D4	Removal & Disposal of Existing Concrete Curb & Gutter	10	LF	$ 30.00	$ 300.00	$ 300.00	$ 10.00	$ 100.00	$ 100.00
1	W1	12" AWWA C-900 DR18, PVC, Water Main	20	LF	$ 108.00	$ 2,160.00	$ 2,160.00	$ 140.00	$ 2,800.00	$ 2,800.00
2	W1	6" AWWA C-900 DR18, PVC, Water Main	1380	LF	$ 70.00	$ 96,600.00	$ 96,600.00	$ 109.00	$ 150,420.00	$ 150,420.00
3	W2	12" Gate Valve & Box (MJxMJ/FL)	1	EA	$ 3,575.00	$ 3,575.00	$ 3,575.00	$ 3,700.00	$ 3,700.00	$ 3,700.00
4	W2	6" Gate Valve & Box (MJxMJ/FL)	8	EA	$ 2,000.00	$ 16,000.00	$ 16,000.00	$ 1,500.00	$ 12,000.00	$ 12,000.00
5	W3	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	2	EA	$ 4,025.00	$ 8,050.00	$ 8,050.00	$ 4,800.00	$ 9,600.00	$ 9,600.00
6	W4	Fire Hydrant Riser (> 5' Water Main Bury Depth)	6	VF	$ 350.00	$ 2,100.00	$ 2,100.00	$ 620.00	$ 3,720.00	$ 3,720.00
7	W5	Ductile Iron Fittings	990	LBS	$ 9.00	$ 8,910.00	$ 8,910.00	$ 16.00	$ 15,840.00	$ 15,840.00
8	W6	Open Trenching of Water Main (0-8 ft)	60	LF	$ 35.00	$ 2,100.00	$ 2,100.00	$ 13.00	$ 780.00	$ 780.00
9	W6	Open Trenching of Water Main (8-10 ft)	1100	LF	$ 40.00	$ 44,000.00	$ 44,000.00	$ 19.00	$ 20,900.00	$ 20,900.00
10	W6	Open Trenching of Water Main (10-12 ft)	220	LF	$ 45.00	$ 9,900.00	$ 9,900.00	$ 26.00	$ 5,720.00	$ 5,720.00
11	W6	Open Trenching of Water Main (12-14 ft)	20	LF	$ 50.00	$ 1,000.00	$ 1,000.00	$ 31.00	$ 620.00	$ 620.00
1	P1	6" Concrete Pavement Repair	160	SY	$ 130.00	$ 20,800.00	$ 20,800.00	$ 115.00	$ 18,400.00	$ 18,400.00
2	P2	Concrete Curb & Gutter Repair	10	LF	$ 38.00	$ 380.00	$ 380.00	$ 55.00	$ 550.00	$ 550.00
3	P3	2" Type C HMAC Asphalt Pavement Repair (PG64-22)	1100	SY	$ 56.00	$ 61,600.00	$ 61,600.00	$ 63.00	$ 69,300.00	$ 69,300.00
4	P4	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	1100	SY	$ 56.00	$ 61,600.00	$ 61,600.00	$ 63.00	$ 69,300.00	$ 69,300.00
5	P5	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	220	GAL	$ 8.00	$ 1,760.00	$ 1,760.00	$ 8.00	$ 1,760.00	$ 1,760.00
6	P6	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	110	GAL	$ 8.00	$ 880.00	$ 880.00	$ 14.00	$ 1,540.00	$ 1,540.00
7	P7	Flowable Fill / 2-Sack Backfill	1260	SY	$ 90.00	$ 113,400.00	$ 113,400.00	$ 66.00	$ 83,160.00	$ 83,160.00
					Base Bid Total =	$ 531,860.00	**$ 531,860.00**	Base Bid Total =	$ 524,090.00	**$ 524,090.00**
							$0.00			$0.00

MIDLAND
Engineering Services

SPECIFICATIONS

Project Name: Garfield Street Water Main Improvements
Project Number: U21-07

MAYOR

Patrick Payton

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Lori Blong
At-Large	Michael Trost	At Large	Spencer Robnett

ENGINEERING SERVICES DIRECTOR

Jose Ortiz



Prepared by City of Midland, Texas
Engineering Services Division

OCTOBER 2021

NOTICE TO BIDDERS

ATTENTION: All bidders who choose to mail bid packets must address them to one of the addresses below:

USPS Mailing Address:		***Physical Address for mail carriers other than USPS:***
City of Midland, Texas		**City of Midland, Texas**
Attn: City Secretary's Office	**OR**	**Attn: City Secretary's Office**
P O Box 1152		**300 North Loraine St, Suite 330**
Midland, TX 79702		**Midland, TX 79701**

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 27th day of October, 2021, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will in the City Council Meeting Chambers

The Proposed Work provides for the furnishing of materials and labor for Garfield Street Water Main Improvements together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING AND TELECONFERENCE will be held at 3:00 p.m. on Wednesday, October 20th, 2021 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting either in person or by calling the number listed below:

TELECONFERENCE CALL IN NUMBER: (866) 528-2256
ACCESS CODE: 4450719

ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting And Teleconference must be submitted via email to the following email address:

jferguson @midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, October 22, 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 October 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 September 24, 2021 and numbered from 1 (1) through 12 (12) 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 October 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.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

PACKET 10.19

Signature of vendor doing business with the governmental entity

November 16, 2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CITY OF MIDLAND

Consideration of Location of Bidder's Principal Place of Business
For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: TEC EXCAVATION, INC.

Local Address (must be within the City limits): 1538 COTTON FLAT ROAD MIDLAND, TX 79706

1. Is the above address the principal place of business for the business named above? ☒ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? 35
3. Year your business was established in the City of Midland: 2001
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

   Company Name and Address (as it appears on permit):

   _____

   _____

   _____

5. Does your business have more than one office in the State of Texas? ☐ Yes ☒ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☒ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☒ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: Eric Clutter Date: 10/27/21

Printed Name and Title: Eric Clutter

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2021

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	CONTACT NAME: Ty Hartley
All Insured Group 14550 Spring Cypress RD Suite B Cypress TX 77429	PHONE (A/C, No, Ext): (432)349-0398 FAX (A/C, No): (832) 767-6548 E-MAIL ADDRESS: ty@hartley-usa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CONTINENTAL INS CO	35289
INSURER B: CONTINENTAL CAS CO	20443
INSURER C: TEXAS MUTUAL INS COMPANY	22945
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TEC Excavation Inc
PO BOX 80455
Midland TX 79708

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER: POLLUTION			6081573553	08/14/2021	08/14/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OCCURRENCE/AGGF	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1 MIL/2MIL
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			6081573567	08/14/2021	08/14/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			6081573570	08/14/2021	08/14/2022	EACH OCCURRENCE AGGREGATE PR/COMP OPS AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001116944	05/10/2021	05/10/2022	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
B	Commercial Inland Marine EQUIPMENT FLOATER			6081576209	08/14/2021	08/14/2022	SCHEDULED	3,478,307

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Contractor and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance.

CERTIFICATE HOLDER

CITY OF MIDLAND
300 N. LORAINE
MIDLAND TX 79701

PACKET 10.22

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

Ty Hartley November 16, 2021

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TECHNICAL SPECIFICATIONS

FOR: Garfield Street Water Main Improvements

All construction for this project must conform to the City of Midland "STANDARD SPECIFICATIONS" issued by the Engineering Services Department which are herein made a part of these specifications by reference.

The bidder/contractor is to pay particular attention to the following items in the "STANDARD SPECIFICATIONS" for this project.

1) Preparation of Right of Way
2) Excavation, Embankment and Preparation of Subgrade
3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
4) Concrete Structures
5) Flexible Base, Caliche
6) Bituminous Prime
7) Bituminous Tack
8) Hot Mix Asphaltic Concrete
9) Double Course Asphalt Surface Treatment
10) Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat
11) Seal Coat
12) Asphalt –Rubber Seal Coat
13) Polymer Modified Slurry
14) PVC Pipe Casings
15) Water Line Specifications
16) Gravity Flow Sewers for Waste Water and Storm Water

The "STANDARD SPECIFICATIONS" are available from the Department of Engineering Services, City Hall, 300 North Loraine Street, Suite 510, Midland, Texas.

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) “Contract” or “This Contract” or “Agreement”: The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) “Contractor”: The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) “Owner”, “City”, or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) “Engineer”: The word “Engineer” used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

The City may make periodic payments to Contractor; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Contractor and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

11. SUSPENSION OF WORK

Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

12. RIGHT OF OWNER TO TERMINATE CONTRACT

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable therefore.

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to make payment to the Contractor within thirty (30) days after such payment is due, as set out in the Contract, then the Contractor may, upon seven (7) days written notice to the City and the Engineer, stop work or terminate his Contract and recover from the City payment for all work executed and for any loss sustained upon any plant or materials and reasonable profit and damages.

14. INCIDENTAL WORK

Any and all minor details of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

15. PERMITS – COMPLIANCE WITH LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

Portions of this contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall obtain a sales tax exemption certificate from the City. All labor performed on the project and all materials incorporated into the project qualify for such tax exemption. However, equipment and parts for equipment purchased to be used on the project, but are not incorporated into the project; do not qualify for said tax exemption. Contractor shall issue a resale certificate in lieu of paying such sales tax for all

materials incorporated into the project. Further Contractor shall separate the charges for materials incorporated into the project from the charges for labor.

16. INSPECTION BY OWNER

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary

construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before

scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and bench marks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

Contractor shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
— Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
— Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit -
	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the

work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Contractor's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Contractor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

34. INDEMNIFICATION

INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS

CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE OWNER, THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

35. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES OWNER, OWNER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR OWNER'S NEGLIGENCE.

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

In the event Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Contractor and Contractor's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that Contractor shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Contractor only those monies deemed appropriate by the City, in its sole discretion, to compensate Contractor for any work actually performed, less any liquidated damages Contractor owes the City.

The said amount is fixed and agreed upon by and between Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Contractor shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Contractor is without fault and Contractor's reasons for the time extension are acceptable to the City. Provided, further, that Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that Contractor shall, within ten (10) calendar days from the beginning of such delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Contractor within a reasonable time of its decision in the matter.

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

CONTRACTOR SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. CONTRACTOR'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner's representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

58. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

The City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Contractor or his legal representative, shall give the City Manager or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Contractor's failure to comply with the requirements herein shall perpetually bar Contractor's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Agreement are reasonable.

62. ASSIGNMENT

Contractor shall not, either directly or indirectly, assign all or any part of this contract or any interest, right or privilege herein, without the prior written consent of the owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of the owner.

63. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

65. OTHER FEDERAL REQUIREMENTS

Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Updated October 2021

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be **Garfield Street Water Main Improvements** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, relocation, and installation of existing and proposed water infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embedment, backfill, pavement repair, curb repair, sidewalk repair, ramp repair, concrete joint sealing, erosion control, traffic control, seeding and vegetation, watering, coordination with the City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

Miscellaneous Bid Items: 2

Water Bid Items: 1 – 7

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition until it is installed. Material that is not properly stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done at no additional cost to the City of Midland.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

7. TRAFFIC CONTROL:

Traffic control for this project will be the City of Midland's responsibility. The Contractor is to coordinate construction activities with the Barricade Company operating at the City of Midland's direction for this project. If at any time or for any reason there should be traffic control handled by the Contractor rather than the City, then that traffic control is to adhere to the rest of the requirements outlined in 'Special Provisions, 7. Traffic Control' that follow after this paragraph.

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Traffic Operations Division no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Traffic Operations Division of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").

4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the Contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent property must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

11. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50’) intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

14. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

17. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

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 ___90____ 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, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be

deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation for both licenses will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Garfield Street Water Main Improvements

Project Number: U21-07

Base Bid: Miscellaneous Items

Item No.	Quantity	Description	Unit Price	Total Amount
1)	3 MO	Mobilization, furnished, installed, complete and in place, for the sum of: FIVE THOUSAND dollars and NO cents per month. (Pay Note M1)	$ 5,000.00	$ 15,000.00
2)	80 LF	12" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place, for the sum of: ONE HUNDRED FORTY dollars and NO cents per linear foot. (Pay Note M2)	$ 140.00	$ 11,200.00
3)	3 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: FIVE HUNDRED dollars and NO cents per month. (Pay Note M3)	$ 500.00	$ 1,500.00
4)	3 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: FIFTEEN HUNDRED dollars and NO cents per month. (Pay Note M4)	$ 1,500.00	$ 4,500.00

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	N/A	Material Mark-up, complete and in place, for the sum of: FIFTEEN percent. (Pay Note M5)	% 15	$ N/A
6)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: FIFTEEN percent. (Pay Note M6)	% 15	$ N/A
7)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: FIFTEEN percent. (Pay Note M7)	% 15	$ N/A
Total Miscellaneous Items 1-7		$ 32,200.00		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1100 LF	Removal & Disposal of Existing Water Main, complete and in place, for the sum of: NINE dollars and NO cents per linear foot. (Pay Note D1)	$ 9.00	$ 9,900.00
2)	1 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: SEVENTEEN HUNDRED dollars and NO cents per each. (Pay Note D2)	$ 1,700.00	$ 1,700.00
3)	1260 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: EIGHT dollars and NO cents per square yard. (Pay Note D3)	$ 8.00	$ 10,080.00
4)	10 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: TEN dollars and NO cents per linear foot. (Pay Note D4)	$ 10.00	$ 100.00
Total Demolition Items 1-4			$ 21,780.00	

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	20 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: ONE HUNDRED FORTY dollars and NO cents per linear foot. (Pay Note W1)	$ 140.00	$ 2,800.00
2)	1380 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: ONE HUNDRED NINE dollars and NO cents per linear foot. (Pay Note W1)	$ 109.00	$ 150,420.00
3)	1 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: THIRTY SEVEN HUNDRED dollars and NO cents per each. (Pay Note W2)	$ 3,700.00	$ 3,700.00
4)	8 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: FIFTEEN HUNDRED dollars and NO cents per each. (Pay Note W2)	$ 1,500.00	$ 12,000.00
5)	2 EA	Fire Hydrant Assembly, (≤ 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: FORTY EIGHT HUNDRED dollars and NO cents per each. (Pay Note W3)	$ 4,800.00	$ 9,600.00
6)	6 VF	Fire Hydrant Riser, (> 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: SIX HUNDRED TWENTY dollars and NO cents per vertical foot. (Pay Note W4)	$ 620.00	$ 3,720.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	990 LBS	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: SIXTEEN dollars and NO cents per pound. (Pay Note W5)	$ 16.00	$ 15,840.00
8)	60 LF	Open Trenching of Water Main (0-8 ft), furnished, installed, complete and in place, for the sum of: THIRTEEN dollars and NO cents per linear foot. (Pay Note W6)	$ 13.00	$ 780.00
9)	1100 LF	Open Trenching of Water Main (8-10 ft), furnished, installed, complete and in place, for the sum of: NINETEEN dollars and NO cents per linear foot. (Pay Note W6)	$ 19.00	$ 20,900.00
10)	220 LF	Open Trenching of Water Main (10-12 ft), furnished, installed, complete and in place, for the sum of: TWENTY SIX dollars and NO cents per linear foot. (Pay Note W6)	$ 26.00	$ 5,720.00
11)	20 LF	Open Trenching of Water Main (12-14 ft), furnished, installed, complete and in place, for the sum of: THIRTY ONE dollars and NO cents per linear foot. (Pay Note W6)	$ 31.00	$ 620.00
Total Water Items 1-11		$ 226,100.00		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	160 SY	6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: ONE HUNDRED FIFTEEN dollars and NO cents per square yard. (Pay Note P1)	$ 115.00	$ 18,400.00
2)	10 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: FIFTY FIVE dollars and NO cents per linear foot. (Pay Note P2)	$ 55.00	$ 550.00
3)	1100 SY	2" Type C HMAC Asphalt Pavement Repair (PG64-22), furnished, installed, complete and in place, for the sum of: SIXTY THREE dollars and NO cents per square yard. (Pay Note P3)	$ 63.00	$ 69,300.00
4)	1100 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: SIXTY THREE dollars and NO cents per square yard. (Pay Note P4)	$ 63.00	$ 69,300.00
5)	220 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: EIGHT dollars and NO cents per gallon. (Pay Note P5)	$ 8.00	$ 1,760.00
6)	110 GAL	Tack Coat (CSS-1H, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: FOURTEEN dollars and NO cents per gallon. (Pay Note P6)	$ 14.00	$ 1,540.00
7)	1260 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: SIXTY SIX dollars and NO cents per square yard. (Pay Note P7)	$ 66.00	$ 83,160.00
Total Paving Items 1-7		$ 244,010.00		

Bid Price For:	
1. Miscellaneous Items	$32,200.00
2. Demolition Items	$21,780.00
3. Water Items	$226,100.00
4. Paving Items	$244,010.00
Total Price	$524,090.00

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

FIVE HUNDRED TWENTY FOUR THOUSAND NINETY dollars

and NO cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 90 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% GAB dollars

and _____ cents total. ($5% GAB)

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.

TEC EXCAVATION, INC.

Name of Contractor

Submitted By

ERIC CLUTTER VICE-PRESIDENT

Print Name and Title

P.O. BOX 80455

Mailing Address

MIDLAND	TX	79708
City	State	Zip

PAY NOTES

Garfield Street Water Main Improvements

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	12" Steel Pipe Casing (1/4" Wall Thickness)	M2
3	Erosion/Sediment Control	M3
4	Job Site Safety	M4
5	Material Mark-up	M5
6	Labor Mark-up (Regular Work Hours)	M6
7	Equipment Rental Mark-up (Non-Standard Equipment Only)	M7
Demolition Items		
1	Removal & Disposal of Existing Water Main	D1
2	Removal & Disposal of Existing Fire Hydrant Assembly	D2
3	Removal & Disposal of Existing Unclassified Pavement	D3
4	Removal & Disposal of Existing Concrete Curb & Gutter	D4
Water Items		
1	12" AWWA C-900 DR18, PVC, Water Main	W1
2	6" AWWA C-900 DR18, PVC, Water Main	W1
3	12" Gate Valve & Box (MJxMJ/FL)	W2
4	6" Gate Valve & Box (MJxMJ/FL)	W2
5	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	W3
6	Fire Hydrant Riser (> 5' Water Main Bury Depth)	W4
7	Ductile Iron Fittings	W5
8	Open Trenching of Water Main (0-8 ft)	W6
9	Open Trenching of Water Main (8-10 ft)	W6
10	Open Trenching of Water Main (10-12 ft)	W6
11	Open Trenching of Water Main (12-14 ft)	W6
Paving Items		
1	6" Concrete Pavement Repair	P1
2	Concrete Curb & Gutter Repair	P2
3	2" Type C HMAC Asphalt Pavement Repair (PG64-22)	P3
4	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P4
5	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	P5
6	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	P6
7	Flowable Fill / 2-Sack Backfill	P7

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 for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per 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 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.

M6 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.

M7 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications. Fire hydrant assemblies are to be returned to the City Utility Maintenance Department unless otherwise directed by the Engineer of Record or their representative. This includes removal and disposal of all structures, fittings, pipes, and appurtenances. Measurement and payment to be per each fire hydrant assembly removed.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly to a depth of 5' per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Riser (> 5' Water Main Bury Depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot of riser below a water main bury depth of 5' measured from the water main invert and rounded up to the nearest 0.5'.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W6 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pavement Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber or rebar reinforcement, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Curb & Gutter Repair per the construction drawings and City of Midland standards and specifications including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "C" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 64-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "D" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 70-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

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 Garfield Street Water Main Improvements .

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREE that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damage.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, **TEC Excavation, Inc.**, as Principal, hereinafter called the Principal, and the **Merchants Bonding Company (Mutual)**, a Corporation created and existing under the laws of the State of **Iowa**, whose principal office is in Des Moines, Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of Midland, Texas**, as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Greatest Amount Bid** Dollars ($ ------5%------), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Garfield St. Water Main Improvements Project No. U21-07

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **27th** day of **October**, A.D. 20**21**.

Attest:

TEC Excavation, Inc.
(Principal)

By: _____ By _____ (SEAL)

Witness:

Merchants Bonding Company (Mutual)

_____ By _____
Kevin J. Dunn, Attorney-in-Fact (SEAL)

Form S-3266-4 Printed in U.S.A. 12-70

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Kevin J Dunn; Roberta Erb; Steven Tucker; Tracy Tucker; W Lawrence Brown

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February , 2020 .

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003 MERCHANTS NATIONAL BONDING, INC

MERCHANTS BONDING COMPANY INCORPORATED -o- 1933 MERCHANTS BONDING COMPANY (MUTUAL)

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 11th day of February 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of October , 2021.

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003 MERCHANTS NATIONAL BONDING, INC

MERCHANTS BONDING COMPANY INCORPORATED -o- 1933 MERCHANTS BONDING COMPANY (MUTUAL)

William Warner Jr.
Secretary

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 17th day of November, 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 TEC Excavation, Inc. of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Garfield Street Water Main Improvements 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 90 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: $524,090.00.

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.

VERIFICATION

To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Contractor hereby verifies:

- that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
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__ personally appeared _____, an officer of TEC Excavation, Inc. _____, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____

_____
Notary Public

Form Revised October 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 ___Garfield Street Water Main Improvements____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Garfield Street Water Main Improvements, 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 §

Garfield Street Water Main Improvements

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 October 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^{o} F or lower. Concrete may be placed when the ground temperature is rising from 35^{o} 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.

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

1. GENERAL 1
2. MATERIALS 1
3. CONSTRUCTION METHODS 2

GENERAL *2*
CURB AND GUTTER *2*
DRIVEWAYS AND ALLEY RETURNS *3*
CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS *4*
SIDEWALKS *4*
CONCRETE RIP RAP *6*

4. BACKFILL AND CLEANUP 6

GENERAL *6*
CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS *6*
BACKFILL BEHIND CURBS AND ALONG SIDEWALKS *7*

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^{o} F Minimum
Initial Boiling Point (ASTM D-86)	340^{o} F Minimum
Dry Point (ASTM D-86)	390^{o} - 415^{o} 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^{o} and 400^{o} 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^{o} 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^{o} 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^{o} 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^{o} 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^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	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

MIDLAND
Engineering Services

ADDENDUM #01

Project Number U21-07

TO ALL BIDDERS ON THE SUBJECT BID: Garfield Street Water Main Improvements

ADDENDUM #01

DATE: October 22, 2021

1. Q/A and Clarification
2. Mandatory Pre-Bid Meeting Agenda
3. Mandatory Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

TEC EXCAVATION, INC.
Company Name

Bidder Authorized Signature

10/27/21
Date

ERIC CLUTTER
Please Print Above Name

432-682-2619
Phone

Garfield Street Water Main Improvements
Project Number U21-07

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license, and also equivalent to or a higher class than either a Wastewater D license or an active Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation will be rejected as a non-responsive bid. If a Contractor allows either or both the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew their active licenses before resuming work or to end the project immediately.

Clarification: Contractor is reminded that there is already a separate City utility project in progress at the intersection of Florida Avenue and Garfield Street. The Contractor for that project currently in progress will have precedence on the project site ahead of the Contractor for this Garfield Street Water Main Improvements project until their project work is complete.

Clarification: The Contractor for this project will be required to proceed with construction activity from north to south for this project.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item listed.

Clarification: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

Clarification: The City of Midland is responsible for all traffic control during this project. Contractor will be responsible for coordinating with the City of Midland, the City of Midland's barricade company, and TxDOT as needed during the course of this project. Contractor must notify property owners at least two (2) business days in advance prior to any planned access interruption.

Clarification: Contractor is reminded that this project is located within TxDOT Right-of-Way, and a TxDOT permit must be obtained before any construction activity within the TxDOT Right-of-Way can commence. The City of Midland will be responsible for obtaining the TxDOT permit after the project has been awarded.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions in accordance with the Bid Packet's Special Provisions section. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times in accordance with the Bid Packet's Special Provisions section, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Contractor is to return all existing fire hydrants removed during this project to the City of Midland Utilities. Fire hydrant removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: Contractor is to return all existing meters removed during this project to the City of Midland Utilities. Meter removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: The Contractor is also reminded to verify all existing conditions before starting demolition, excavation, or construction activities.

Clarification: Due to the unusual and volatile nature of the supply market at the time of this project's bid, the City will pay for material delivery for specific bid items rather than only for work performed if ordering the material needed up-front will help bidders to achieve better pricing. Contractors must ensure that any material ordered is properly

stored, and material that is found to be damaged or defective, including due to improper storage or exposure, will be rejected and must be replaced prior to installation at no additional cost to the City. This will apply to bid items listed in the Bid Packet's Special Provisions section under 4. PAYMENT. All other bid items, including items for demolition and paving, will be paid as per the City's normal policy based upon material installed, and not based upon material delivered.

Question: Who will barricade company be?
Answer: Should be FC.

Question: Will you provide the engineer's estimate.
Answer: Not for City projects.

Garfield Street Water Main Improvements
Non-Mandatory Pre-Bid Meeting Agenda
Project No. U21-07
October 20, 2021

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Jose Ortiz – Engineering Services Director
   - Josh Ferguson – Engineering Manager – CIP, project engineer
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Jesus Perez – Project Manager
   - Carl Craigo – Utilities Director
   - Cory Moose – Assistant Utilities Director
   - Rex Swearinger – Operations Planner, utility coordination
   - Mike Pacelli – Traffic Engineer
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Gabe McClelland – Transportation Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - This project will include the removal, relocation, replacement, and installation of existing and proposed water infrastructure and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Construction Drawings and Specifications, and to satisfactorily complete the work.
   - In general, this project involves replacing the existing water infrastructure along Garfield Street from Florida Avenue to Carter Avenue.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     jferguson@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, October 22, 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: 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:
City of Midland, Texas
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79702

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St, Suite 330
Midland, TX 79701

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

- **Bid Opening is Wednesday, October 27, 2021 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public, and bidders are free to attend in person. Bidders who attend in person are encouraged to wear a mask inside City Hall.
  - 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.
   - Invoices submittals need to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed in the Bid Packet's Special Provision section, sub-section 4. Payment.
   - 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 work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City Permission unless for emergency conditions.
   - Work will not occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
   - Bidders must provide documentation as part of the bid packet submittal proving that they possess both an active Water Operator D license and either an active Wastewater D

license or an active Class 1 Collections license, and the Contractor must maintain at least one of these active licenses for the entirety of the project.
- Comply with all OSHA and other applicable safety requirements and regulations at all times.
- Construction on this project is to proceed from north to south.
- Contractor is responsible for maintaining service to adjacent lots during this project.
  - Contractor must notify affected properties at least two (2) business days prior to any planned service interruption.
- Construction staking is solely the responsibility of the Contractor.
- Construction testing is solely the responsibility of the Contractor.
- City of Midland is responsible for Traffic Control for this project.
  - Contractor is responsible for coordinating with the City and their barricade company during this project, as well as TxDOT if needed.
  - Contractor is responsible for maintaining access to adjacent properties during this project.
  - Contractor must notify affected properties at least two (2) business days prior to any planned access interruption.
- Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
- Material stored on the project site must be properly stored and protected from damage and weathering.
- Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sand bag BMPs or similar temporary erosion protection emplacements at all times.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
   - Bidders are directed to bid the item quantities in the Bid Packet's Proposal, not the quantities listed in the design drawings.
   - ATTENTION: There is a utility project in progress on this project site to install new water infrastructure at Florida Avenue, including across Garfield Street, before this project work commences. Bidders are to keep in mind that the utility contractor for this first utility project currently underway has precedence on this project site until their project is complete.
   - This project is occurring in TxDOT Right-of-Way, and as such a TxDOT Permit will be required before any construction activity can take place. The City of Midland will be responsible for obtaining the required permit after the project has been awarded and an anticipated construction schedule is known.
   - 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.
   - TxDOT has plans for a future paving project just north of this water project at the railroad intersection with Garfield Street. The exact timeline for the TxDOT project is not known, but the Contractor is to keep this future paving project in mind and be aware that traffic control may have to be modified to accommodate the TxDOT project and other nearby projects that may or may not be occurring at the same time in close proximity to this utility project.
   - All existing water mains that this project will connect to are new or almost new. The water mains in New Jersey Avenue and Rhode Island Avenue were replaced a little less than 8 years ago, the water main in Carter Avenue was replaced less than 3 years ago, and the water main across Florida Avenue will have been replaced just before the start of this project.
   - This project is taking place in part because TxDOT plans to repave this section of Garfield Street as part of a future paving project. This future paving project is separate from the other, future TxDOT project planned at the intersection of the railroad and Garfield Street. Because of this TxDOT has agreed that this water main replacement project may utilize open trenching in the TxDOT pavement, as shown on the construction drawing set and bid documents.
   - The replaced water main is to be set at the depth shown on the design drawings, which is deeper than the City of Midland's typical standards. This is necessary to comply with TxDOT minimum depth requirements, and affects the entirety of this project with the sole

exception being at the connections with other, existing water infrastructure that is to remain.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Josh Ferguson with the City of Midland.

Engineering Services

Josh Ferguson
Phone: (432) 685-7290
Email: jferguson@midlandtexas.gov

Jesus Perez
Phone: (432) 685-7471
Email: jperez@midlandtexas.gov

Non-Mandatory Pre-Bid Meeting Attendance

U21-07

Garfield Street Water Main Improvements

Date: 10-20-2021 - 3:00 PM

PACKET 10.262 November 16, 2021

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
✓	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
	Emily Williams	Boler	432.694.0660		emily@boler.net
	Greg Boler	"			
	Stephanie Ryder	JD King	432-209-6777		Stephanie.ryder@jdkingcorp.com
	ADRIAN PEREZ	JD KING	432-288-1837		A.PEREZ@JDKINGCORP.COM
	Erika Munoz	CoM			
	PATRICIA KNIGHTON	COM			
	Jesus Perez	CoM			
	Mike Pacelli	CoM			

TEC EXCAVATION, INC.

P.O. Box 80455
MIDLAND, TX 79708

PH. 432-682-2619
FAX 432-684-1151

October 27, 2021

Joshua Ferguson
City of Midland
300 N. Loraine
Midland, TX 79701

Project: Garfield Street Water Main Improvements
U21-07

Josh,

As per conditions of the Contract, TEC Excavation, Inc. is currently contracted with Jessie Montez to meet TCEQ requirements on the above-mentioned project.

Jessie Montez
TCEQ Class A Water Operator Licensing Number: W00027888
TCEQ Class C Wastewater Operator Licensing Number: WW0025723

Eric Clutter, Vice-President
TEC Excavation, Inc.

CITY OF MIDLAND
GARFIELD STREET WATER MAIN IMPROVEMENTS
PROJECT NUMBER: U21-07
SEPTEMBER 2021

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

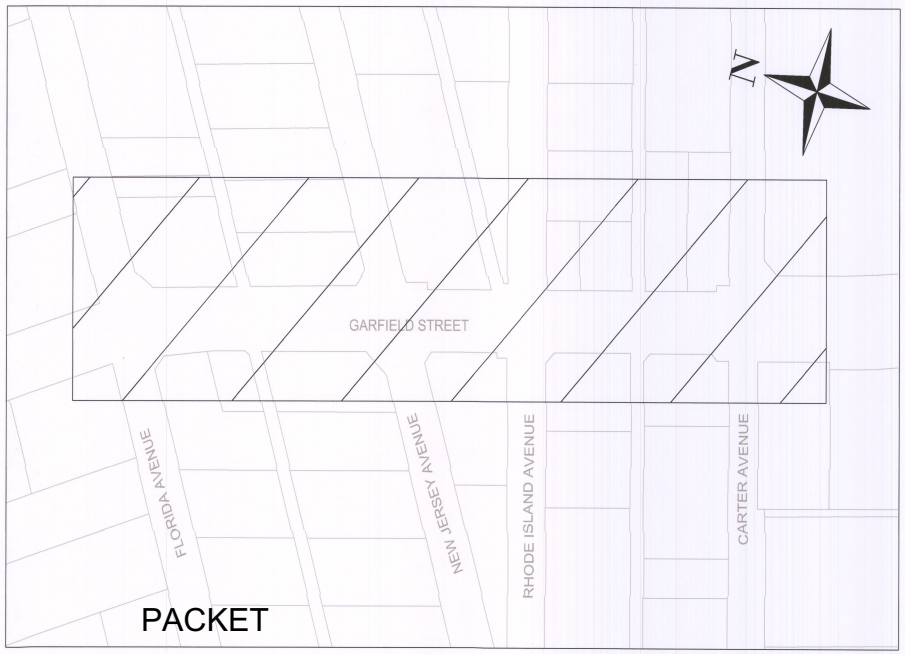
CONTRACTOR _____

DATE WORK BEGAN _____

DATE WORK COMPLETED _____

DATE WORK ACCEPTED _____

FINAL CONTRACT COST _____



CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR
JOSE E. ORTIZ

PROJECT ENGINEER
JOSHUA C. FERGUSON, P.E.
OFFICE: 432-685-7290

CITY OF MIDLAND, 300 N. LORAINE ST.,
MIDLAND, TX 79702

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER
2	GENERAL NOTES
3	EXISTING CONDITIONS
4	EROSION CONTROL PLAN
5	DEMOLITION PLAN
6	PAVING PLAN
7	MASTER PLAN
8	PLAN & PROFILE: WL-A
9	PLAN & PROFILE: WL-B & WL-C
10 TO 12	COM DETAILS

PACKET 10.264 November 16, 2021

811 Know what's below. Call before you dig.

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE:
HORIZ. SCALE:
PROJECT NO.: U21-07
DATE: SEPT 2021

Rev. No.	Date	By	Description

MIDLAND Engineering Services

GARFIELD STREET
WATER IMPROVEMENTS
PROJECT
COVER SHEET

STATE OF TEXAS
SEPT 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

File: P:\Engineering Services\Engineering Projects\2021\Util. Dept. Proj\South Garfield WL\03 DWG\SS3.1 DWG\TxDOT\C-000 COV GEN.dwg Oct 04, 2021 - 11:03am jdingston

GENERAL NOTES:

1) THIS DESIGN IS FOR PUBLIC WATER IMPROVEMENTS ALONG GARFIELD STREET FROM FLORIDA AVENUE TO CARTER AVENUE.

2) ALL CONSTRUCTION IS TO COMPLY WITH THE 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 STANDARDS, REQUIREMENT, OR REGULATION WILL GOVERN.

3) ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NORTH AMERICAN VERTICAL DATUM 1988.

4) EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THESE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, AND SPOT SURVEYS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

5) CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN CONSTRUCTION DRAWINGS.

6) CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST 48 HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.

7) ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.

8) TRAFFIC CONTROL FOR THIS PROJECT WILL BE CITY OF MIDLAND'S RESPONSIBILITY. CONTRACTOR IS TO COORDINATE CONSTRUCTION ACTIVITIES WITH BARRICADE COMPANY OPERATING AT CITY OF MIDLAND'S DIRECTION FOR THIS PROJECT.

9) OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

10) CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.

11) 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.

12) THERE IS TO BE NO MATERIAL STORAGE WITHIN GARFIELD STREET AREA. MATERIAL STORAGE IS TO BE PLACED IN NEW JERSEY AVENUE OR RHODE ISLAND AVENUE WORK ZONE APPROVED BY TRAFFIC CONTROL PLAN.

13) EXISTING CONDITIONS AT PROJECT LOCATION ARE COMPLEX AND FLUID. THERE MAY BE 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.

CONSTRUCTION NOTES:

i) INCLUDE CONCRETE COLLARS AROUND ALL WATER VALVE COVERS.

ii) ALL CONCRETE REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 1.5-LBS OF FIBER REINFORCEMENT PER EVERY 1.0-CY OF CONCRETE PLACED UNLESS OTHERWISE STATED IN THE CONSTRUCTION DRAWING SET.

iii) ANY AND ALL FLOWABLE FILL (2-SACK, 188-LBS/CY) MUST BE CURED FOR NO LESS THAN THREE (3) DAYS PRIOR TO THE PLACEMENT OF ANY PAVEMENT OVER THE FLOWABLE FILL MATERIAL.

iv) CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT CONSTRUCTION SKATING AND SURVEYING.

v) CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT TESTING.

vi) CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL AND BARRICADE PLANS TO CITY FOR APPROVAL PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.

vii) ALL REPAIRS OR REPLACEMENT OF EXISTING PAVEMENT ARE TO BE TO EQUAL OR BETTER CONDITION THAN EXISTING PAVEMENT.

viii) ALL PAVEMENT CUTS ARE TO BE CLEAN AND STRAIGHT SAW CUTS.

LEGEND

- BENCHMARK
- CONCRETE PAVEMENT
- FIRE HYDRANT ASSEMBLY
- CROSS
- TEE
- BEND
- GATE VALVE
- WASTEWATER MAIN MANHOLE
- W.W. — WASTEWATER MAIN
- W.L. — WATER MAIN

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE:
HORIZ. SCALE:
PROJECT NO.: U21-07
DATE: SEPT 2021

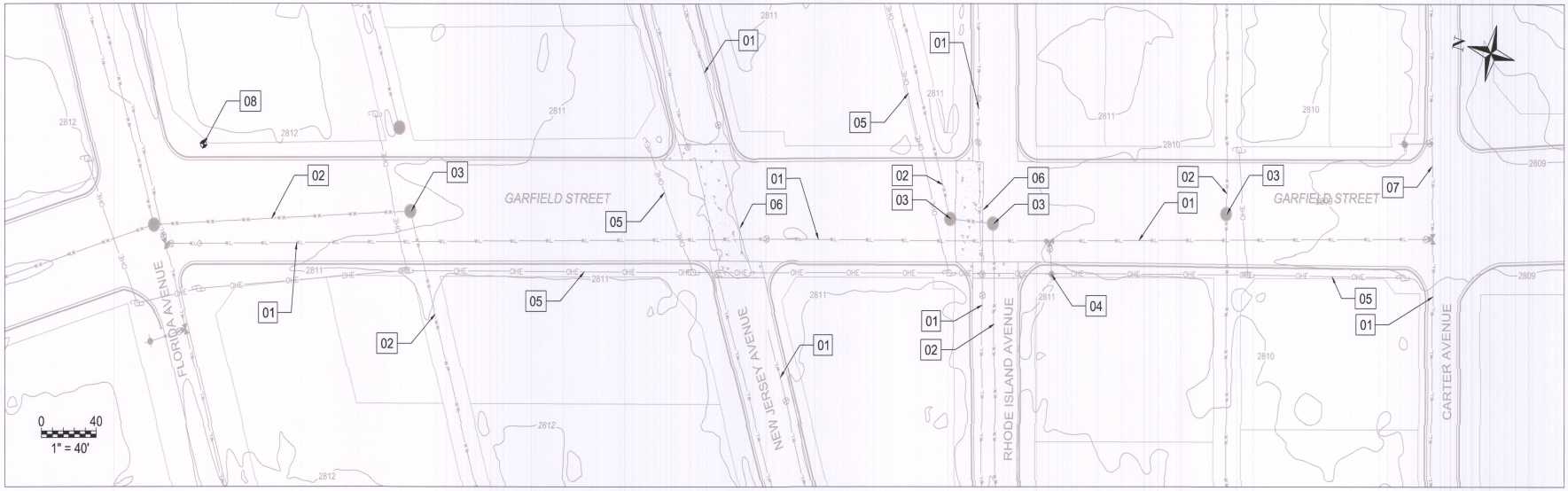
MIDLAND Engineering Services

GARFIELD STREET
WATER IMPROVEMENTS
PROJECT
GENERAL NOTES

STATE OF TEXAS
SEP 24 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

2
OF 12

File: P:\Engineering Services\Engineering Projects\2021\Util. Dept. Proj\South Garfield WL\03 DWG\R3-1 DWG\T1xDOTC-000 COV GEN.dwg Sep 24, 2021 - 10:12am jshingleton



EXISTING CONDITIONS NOTES:

A) EXISTING CONDITIONS SHOWN ARE BASED ON AVAILABLE PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR LIDAR DATA, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

B) EXISTING ELECTRIC LINES WERE LOCATED FROM SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND THE CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

C) ANY PAVEMENT SURFACE NOT INDICATED AS CONCRETE PAVEMENT IS ASPHALT PAVEMENT.

EXISTING CONDITIONS KEYED NOTES:

01 EXISTING 6" WATER MAIN

02 EXISTING 6" WASTEWATER MAIN

03 EXISTING WASTEWATER MANHOLE

04 EXISTING FIRE HYDRANT

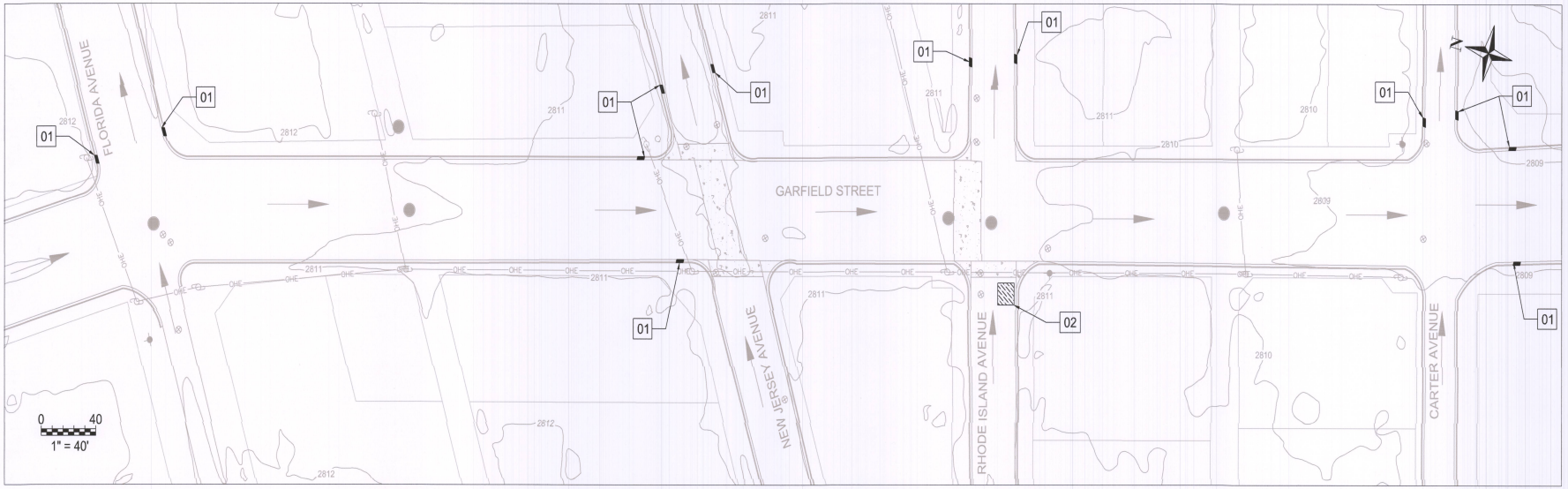
05 EXISTING OVERHEAD ELECTRIC LINES

06 EXISTING CONCRETE PAVEMENT

07 EXISTING 12" WATER MAIN

08 EXISTING ALUM CAP BENCHMARK
N: 10689848.97
E: 1751090.86
ELEVATION (NAD29): 2810.54
ELEVATION (NAD83): 2811.76

Know what's below. Call before you dig.



EROSION CONTROL NOTES:

A) INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION 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) CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN UTILITY TRENCHES. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.

E) 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.

F) ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT SHOULD BE LOCATED WITHIN THE EXISTING NEW JERSEY AVENUE AND/OR RHODE ISLAND AVENUE RIGHT-OF-WAY.

G) THERE IS TO BE NO STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT IN GARFIELD STREET RIGHT-OF-WAY WHEN WORK IS NOT OCCURRING. THIS DOES NOT INCLUDE TRAFFIC CONTROL OR EROSION CONTROL DEVICES OR MEASURES.

G) DURING A STORM EVENT SUPPLEMENTAL EROSION CONTROL MEASURES SHOULD BE IMPLEMENTED AS NEEDED TO PROTECT UN-PAVED TRENCHING FROM EROSION AND RUNOFF.

H) ADDITIONAL MEASURES MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER.

EROSION CONTROL KEYED NOTES:

01 PLACE SAND BAGS IN GUTTER FLOWLINE AT ENDS OF PROJECT LIMITS.

02 LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE. CONCRETE TRUCKS ARE NEVER TO WASHOUT INTO ON-SITE TRENCHES.

811 Know what's below. Call before you dig.

								Description
								By
								Date
								Rev. No.
DRAWN/DESIGNED:	PAK							
CHECKED:	JCF							
APPROVED:	JCF							
VERT. SCALE:	N/A							
HORIZ. SCALE:	1:40							
PROJECT NO.:	U21-07							
DATE:	SEPT 2021							

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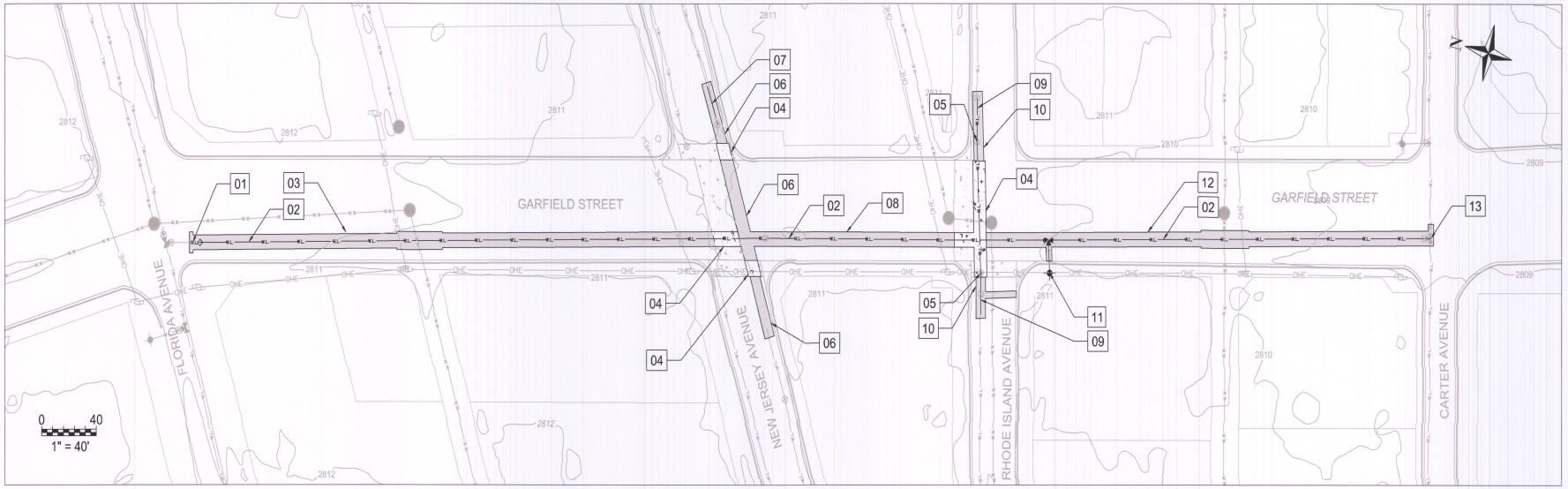
GARFIELD STREET
WATER IMPROVEMENTS
PROJECT

EROSION CONTROL
PLAN

STATE OF TEXAS
SEP 24 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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OF 12

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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 INCREASES OR DISCREPANCIES.

B) 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 BY CONSTRUCTION ACTIVITY AND NOT NOTED FOR REMOVAL MUST BE REPLACED TO EQUAL OR BETTER CONDITION AT CONTRACTOR'S SOLE EXPENSE.

C) NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOTED FOR REMOVAL.

D) CONTRACTOR IS TO NOTIFY 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.

E) CONSTRUCTOR 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.

F) EXISTING WATER MAIN PIPE IDENTIFIED FOR REMOVAL IS TO BE REMOVED IN ITS ENTIRETY, INCLUDING ANY FITTINGS STRUCTURES, AND APPURTENANCES.

G) ALL SAW-CUT IS TO HAVE CLEAN AND STRAIGHT EDGES AND IS CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.

H) ALL TRENCH PAVEMENT REMOVALS ARE TO INCLUDE 1.0' T-TOPPING ON EITHER SIDE OF ANY TRENCH EXCAVATION.

I) ALL EXISTING FIRE HYDRANTS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND.

J) DIMENSIONS FOR PAVEMENT REMOVAL ARE TO MATCH DIMENSIONS FOR PAVEMENT REPAIRS SHOWN ON SHEET 6 OF THIS CONSTRUCTION DRAWING SET.

DEMOLITION KEYED NOTES:

01 NEW 6" WATER MAIN INSTALLED WITH FLORIDA AVENUE & COTTON FLAT ROAD WATER MAIN IMPROVEMENTS PROJECT NORTH OF THIS LOCATION TO REMAIN.

02 REMOVE 906.6' 6" WATER MAIN ALONG GARFIELD STREET.

03 ASPHALT PAVEMENT REMOVAL, APPROXIMATELY 392-SY, FROM FLORIDA AVENUE TO NEW JERSEY AVENUE ALONG GARFIELD STREET.

04 CONCRETE PAVEMENT REMOVAL, APPROXIMATELY 154-SY, ALONG GARFIELD STREET.

05 REMOVE EXISTING ABANDONED 6" WATER VALVE AND BOX.

06 ASPHALT PAVEMENT REMOVAL, APPROXIMATELY 123-SY, WEST TO EAST ALONG NEW JERSEY AVENUE.

07 REMOVE 24.5' 6" WATER MAIN EAST ALONG NEW JERSEY AVENUE.

08 ASPHALT PAVEMENT REMOVAL, APPROXIMATE 156-SY, FROM NEW JERSEY AVENUE TO RHODE ISLAND AVENUE ALONG GARFIELD STREET.

09 REMOVE EXISTING 6" WATER MAIN, APPROXIMATELY 132-LF, WEST TO EAST ALONG RHODE ISLAND AVENUE.

10 ASPHALT PAVEMENT REMOVAL, APPROXIMATELY 63-SY, WEST TO EAST ALONG RHODE ISLAND AVENUE.

11 REMOVE FIRE HYDRANT ASSEMBLY AND FIRE LATERAL, APPROXIMATELY 20.5-LF.

12 ASPHALT PAVEMENT REMOVAL, APPROXIMATE 342-SY, FROM RHODE ISLAND AVENUE TO CARTER AVENUE ALONG GARFIELD STREET.

13 EXISTING 6" WATER FITTINGS AND VALVE INSTALLED WITH CARTER AVENUE WATER MAIN IMPROVEMENTS PROJECT TO REMAIN AT CARTER AVENUE INTERSECTION. REMOVE 2.0' 12" WATER MAIN EAST OF EXISTING 12" x 6" TEE.

811 Know what's below. Call before you dig.

Description	Date	By

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE: N/A
HORIZ. SCALE: 1:40
PROJECT NO.: U21-07
DATE: SEPT 2021
Rev. No.

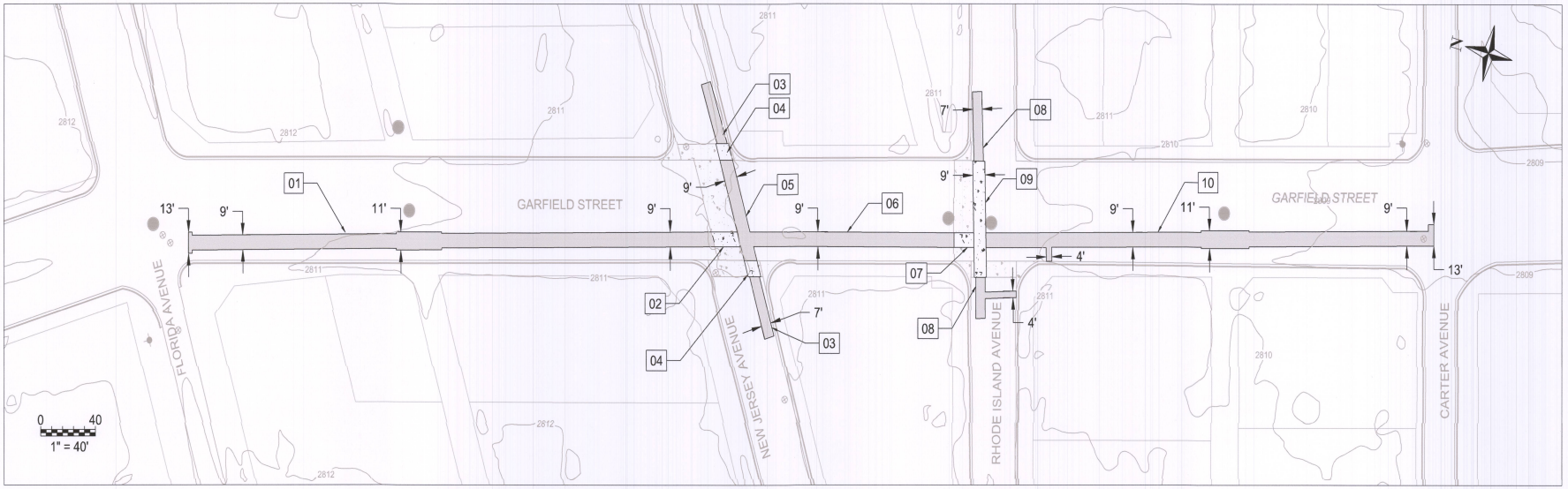
MIDLAND Engineering Services

GARFIELD STREET
WATER IMPROVEMENTS
PROJECT
DEMOLITION PLAN

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
SEP 24 2021

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PAVING NOTES:

A) ALL NEW PAVEMENT AND CONCRETE PLACED ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

B) EXISTING STAND-UP CURBS MAY BE 7.0" CURBS IN PLACES RATHER THAN CURRENT 6.0" CITY STANDARD CURBS. MATCH EXISTING CURB HEIGHTS THROUGHOUT.

C) TYPICAL TRENCH PAVEMENT WIDTH IS ANTICIPATED TO BE 9.0' FOR WATER MAIN TRENCHES AND 4.0' FOR LATERAL TRENCHES. CONTRACTOR IS TO OBTAIN PERMISSION FORM ENGINEER PRIOR TO INCREASING TRENCH PAVEMENT REPAIR WIDTHS.

PAVING KEYED NOTES:

01 ASPHALT PAVEMENT, APPROXIMATELY 392-SY, FROM FLORIDA AVENUE TO NEW JERSEY AVENUE ALONG GARFIELD STREET.

02 CONCRETE PAVEMENT, APPROXIMATELY 21-SY, ALONG GARFIELD STREET.

03 ASPHALT PAVEMENT, APPROXIMATELY 60-SY, WEST TO EAST ALONG NEW JERSEY AVENUE.

04 CONCRETE PAVEMENT, APPROXIMATELY 11-SY, WEST TO EAST ALONG NEW JERSEY AVENUE.

05 ASPHALT PAVEMENT, APPROXIMATELY 63-SY, WEST TO EAST ALONG NEW JERSEY AVENUE.

06 ASPHALT PAVEMENT, APPROXIMATE 156-SY, FROM NEW JERSEY AVENUE TO RHODE ISLAND AVENUE ALONG GARFIELD STREET.

07 CONCRETE PAVEMENT, APPROXIMATELY 25-SY, ALONG GARFIELD STREET.

08 ASPHALT PAVEMENT, APPROXIMATELY 63-SY, WEST TO EAST ALONG RHODE ISLAND AVENUE.

09 CONCRETE PAVEMENT, APPROXIMATELY 86-SY, WEST TO EAST ALONG RHODE ISLAND AVENUE.

10 ASPHALT PAVEMENT, APPROXIMATE 342-SY, FROM RHODE ISLAND AVENUE TO CARTER AVENUE ALONG GARFIELD STREET.

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE: N/A
HORIZ. SCALE: 1:40
PROJECT NO.: U21-07
DATE: SEPT 2021

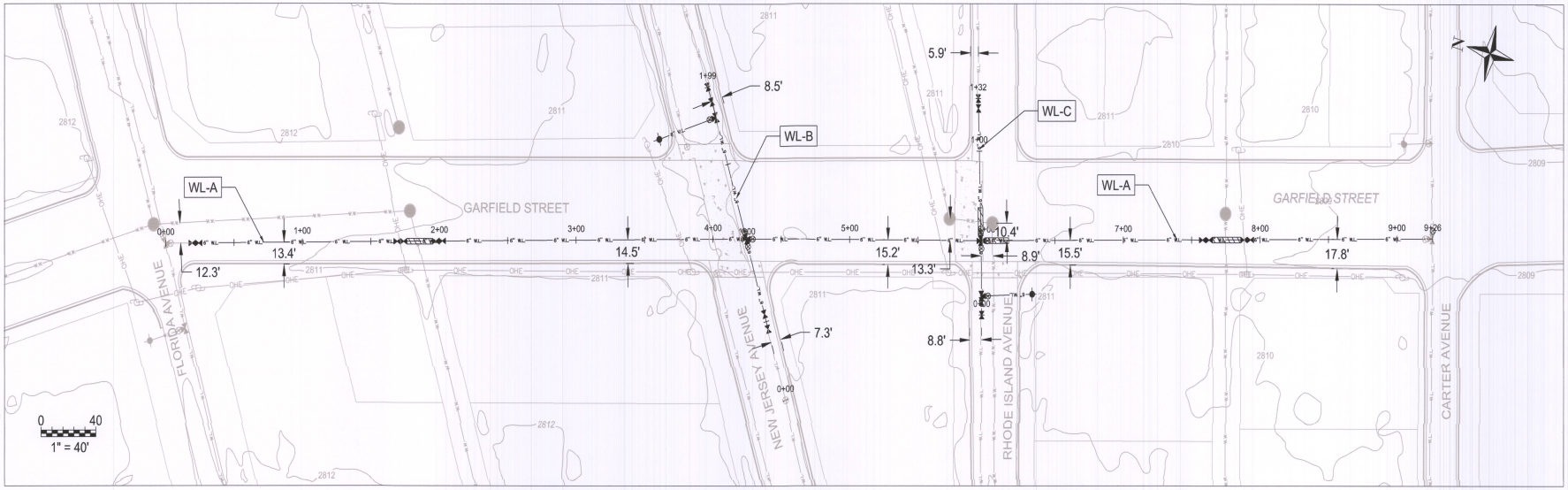
MIDLAND Engineering Services

GARFIELD STREET
WATER IMPROVEMENTS
PROJECT
PAVING PLAN

STATE OF TEXAS
SEP 28 2021
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

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CONSTRUCTION NOTES:

A) ALL NEW WATER MAINS TO MAINTAIN A MINIMUM COVER OF 6.5' ALONG TXDOT RIGHT-OF-WAY, AND A MINIMUM VERTICAL SEPARATION OF 2.0' BELOW EXISTING WASTEWATER MAINS FROM WATER MAIN PIPE ENCASEMENT.

B) ALL NEW WATER VALVES TO BE LOCATED ADJACENT TO CROSS OR TEE FITTINGS UNLESS SPECIFICALLY NOTED OTHERWISE.

C) ALL SEPARATION DIMENSIONS BETWEEN NEW AND EXISTING UTILITIES ARE APPROXIMATE.

D) ALL PROPOSED WATER MAIN IMPROVEMENTS ARE TO CONNECT TO EXISTING WATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN.

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

DRAWN/DESIGNED: PAK
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VERT. SCALE: N/A
HORIZ. SCALE: 1:40
PROJECT NO.: U21-07
DATE: SEPT 2021

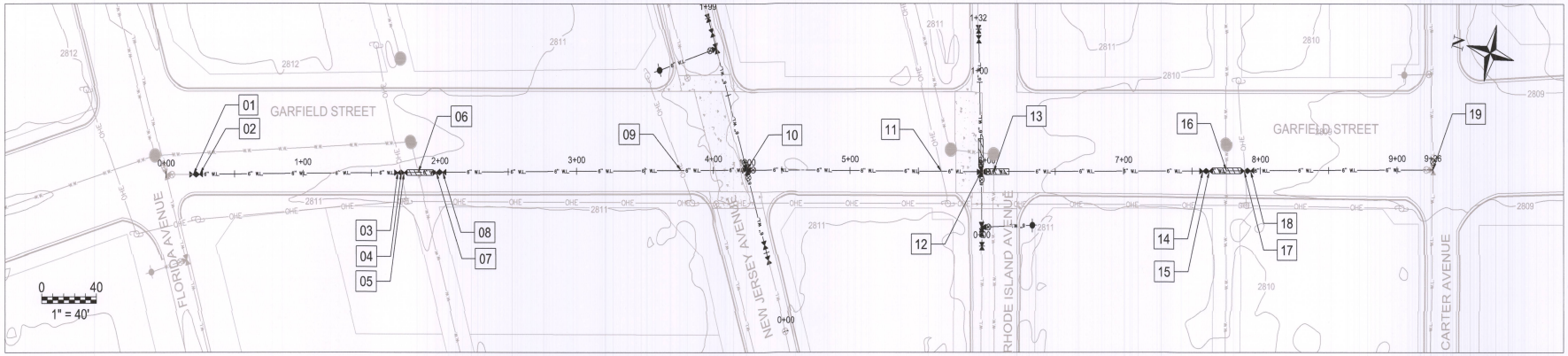
MIDLAND Engineering Services

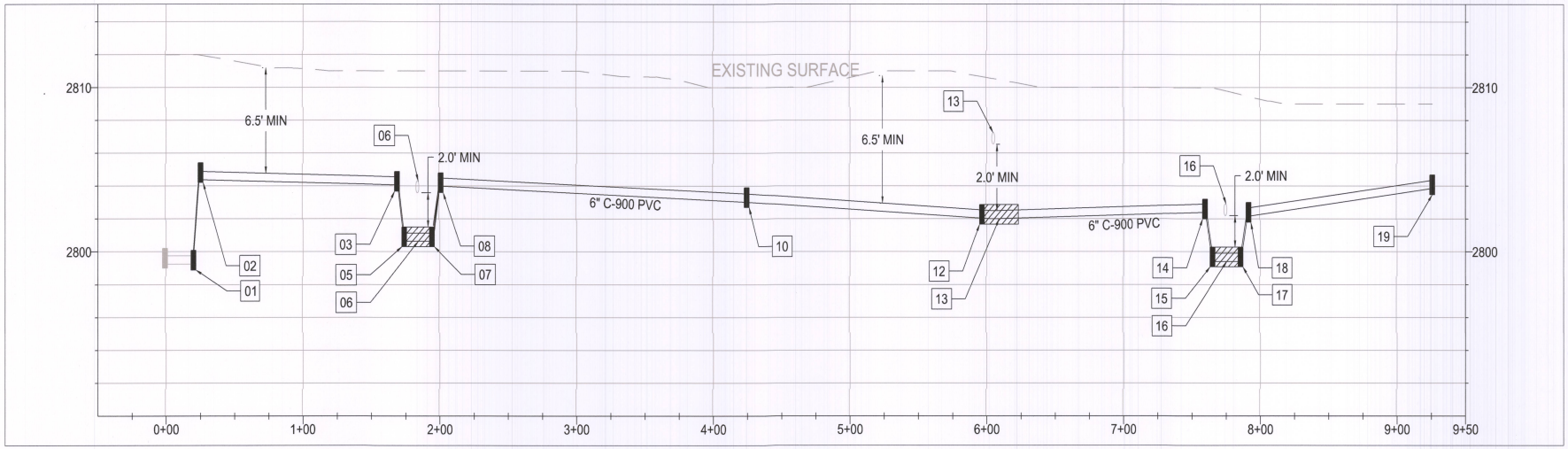
GARFIELD STREET
WATER IMPROVEMENTS
PROJECT
MASTER LAYOUT

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
09-24-2021

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KEYED NOTES:

01 WL-A STA: 0+19.50
N: 10689820.092
E: 1751026.859
LAT: 31.984412
LONG: -102.092826
1 - 6" 45° BEND (MJ XMJ)
WATER MAIN INV = 2799.25
CONNECT TO EXISTING 6" WATER MAIN

02 WL-A STA: 0+24.00
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2804.40

03 WL-A STA: 1+69.10
CAUTION: OVERHEAD ELECTRIC LINE CROSSING.
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2804.07

04 WL-A STA: 1+70.54
CAUTION: OVERHEAD ELECTRIC LINE CROSSING.

05 WL-A STA: 1+73.72
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2800.64

06 WL-A STA: 1+84.02
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING AND WATER MAIN CASING PIPE. MAINTAIN MINIMUM 2.0' VERTICAL SEPARATION BETWEEN WASTEWATER MAIN AND WATER MAIN ENCASEMENT.
20.0' - 12" STEEL CASING PIPE
EX. SURFACE = 2811.00
WASTEWATER MAIN INV = 2803.39
WATER MAIN ENCASEMENT ToP = 2801.39
WATER MAIN INV = 2800.64

07 WL-A STA: 1+92.38
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2800.64

08 WL-A STA: 2+00.00
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2804.00

09 WL-A STA: 3+76.51
CAUTION: OVERHEAD ELECTRIC LINE CROSSING.

10 WL-A STA: 4+24.22
WL-B STA: 1+02.50
N: 10689428.609
E: 1751128.244
LAT: 31.983340
LONG: -102.092479
1 - 6" X 6" CROSS (MJ X MJ)
3 - 6" GATE VALVES (MJ X MJ)
WATER MAIN INV = 2803.03

11 WL-A STA: 5+66.69
CAUTION: OVERHEAD ELECTRIC LINE CROSSING.

12 WL-A STA: 5+95.93
WL-C STA: 0+45.39
N: 10689261.808
E: 1751168.992
LAT: 31.982883
LONG: -102.092339
1 - 6" X 6" CROSS (MJ X MJ)
3 - 6" GATE VALVES (MJ X MJ)
WATER MAIN INV = 2802.04

13 WL-A STA: 6+04.90
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING AND WATER MAIN CASING PIPE. MAINTAIN MINIMUM 2.0' VERTICAL SEPARATION BETWEEN WASTEWATER MAIN AND WATER MAIN ENCASEMENT.
20.0' - 12" STEEL CASING PIPE
EX. SURFACE = 2810.54
WASTEWATER MAIN INV = 2806.54
WATER MAIN ENCASEMENT ToP = 2802.79
WATER MAIN INV = 2802.04

14 WL-A STA: 7+55.73
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2802.41

15 WL-A STA: 7+62.60
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2799.47

16 WL-A STA: 7+75.15
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING AND WATER MAIN CASING PIPE. MAINTAIN MINIMUM 2.0' VERTICAL SEPARATION BETWEEN WASTEWATER MAIN AND WATER MAIN ENCASEMENT.
20.0' - 12" STEEL CASING PIPE
EX. SURFACE = 2809.25
WASTEWATER MAIN INV = 2802.21
WATER MAIN ENCASEMENT ToP = 2800.21
WATER MAIN INV = 2799.46

17 WL-A STA: 7+88.58
CAUTION: OVERHEAD ELECTRIC LINE CROSSING.
1 - 6" 45 BEND (MJ X MJ)
WATER MAIN INV = 2799.45

18 WL-A STA: 7+96.51
1 - 6" 45 BEND (MJ X MJ)
WATER MAIN INV = 2802.17
FIELD BEND AS NEEDED

19 WL-A STA: 9+26.10
N: 10688941.912
E: 1751250.717
LAT: 31.982008
LONG: -102.092059
1 - 12" GATE VALVE, E
WATER MAIN INV = 2803.87
CONNECT TO EXISTING 6" WATER VALVE
FIELD BEND AS NEEDED
EXISTING 12" X 6" TEE TO REMAIN

Know what's below. Call before you dig.

Description	By	Date	Rev. No.

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE: 1:4
HORIZ. SCALE: 1:40
PROJECT NO.: U21-07
DATE: SEPT 2021

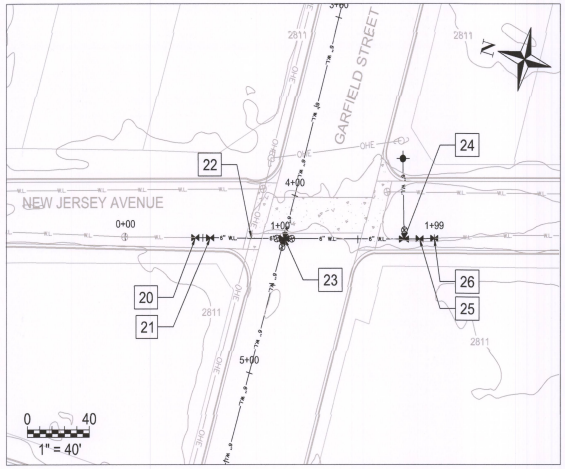
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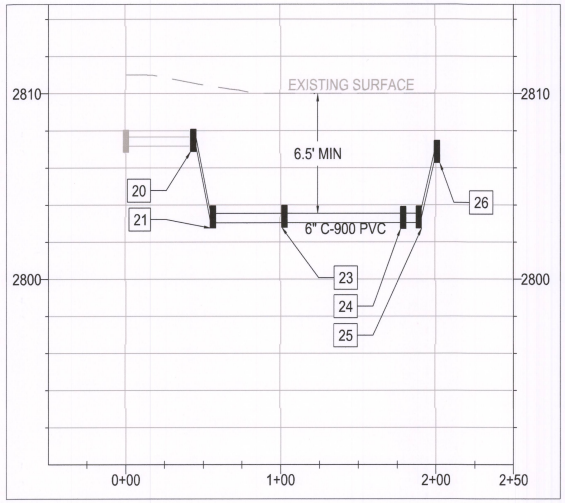
GARFIELD STREET
WATER IMPROVEMENTS
PROJECT
WL-A PLAN & PROFILE

STATE OF TEXAS
SEP 24 2021
JOSHUA C. FERGUSON
117692
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8
OF 12

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KEYED NOTES:

20 WL-B STA: 0+45.22
N: 10689398.108
E: 1751043.345
LAT: 31.983253
LONG: -102.092751
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2807.16
CONNECT TO EXISTING 6" WATER MAIN
FIELD BEND AS NEEDED

21 WL-B STA: 0+54.74
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2803.04

22 WL-B STA: 0+78.24
CAUTION: OVERHEAD ELECTRIC
LINE CROSSING.

23 WL-B STA: 1+02.50
WL-A STA: 4+24.22
SEE SHEET 5, KEYED NOTE 10.

24 WL-B STA: 1+79.76
1 - FIRE HYDRANT ASSEMBLY
1 - 6" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
44.5' - 6" C-900 PVC FIRE LATERAL
WATER MAIN INV = 2803.04

25 WL-B STA: 1+89.82
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2803.04

26 WL-B STA: 1+99.34
N: 10689499.878
E: 1751214.736
LAT: 31.983540
LONG: -102.092204
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2806.50
CONNECT TO EXISTING 6" WATER MAIN
FIELD BEND AS NEEDED

27 WL-C STA: 0+00.00
N: 16089271.578
E: 1751128.578
LAT: 31.982909
LONG: -102.092470
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2807.35
CONNECT TO EXISTING 6" WATER MAIN

28 WL-C STA: 0+08.28
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2802.05

29 WL-C STA: 0+11.66
1 - FIRE HYDRANT ASSEMBLY
1 - 6" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
44.5' - 6" C-900 PVC FIRE LATERAL
WATER MAIN INV = 2802.05

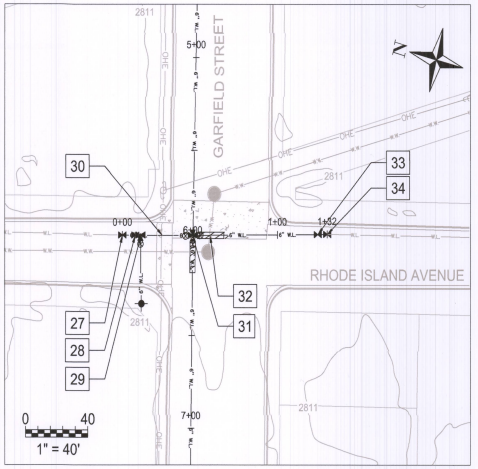
30 WL-C STA: 0+25.76
CAUTION: OVERHEAD ELECTRIC
LINE CROSSING.

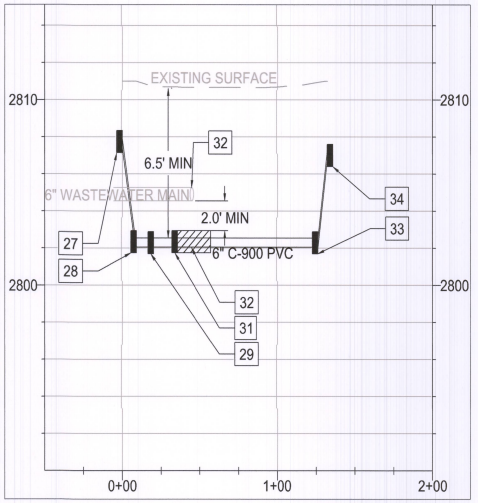
31 WL-C STA: 0+45.39
WL-A STA: 5+95.93
SEE SHEET 5, KEYED NOTE 12.

32 WL-A STA: 0+56.54
CENTER WATER MAIN PIPE SEGMENT ON
WASTEWATER MAIN CROSSING AND WATER MAIN
CASING PIPE. MAINTAIN MINIMUM 2.0' VERTICAL
SEPARATION BETWEEN WASTEWATER MAIN AND
WATER MAIN ENCASEMENT.
20.0' - 12" STEEL CASING PIPE
EX. SURFACE = 2810.41
WASTEWATER MAIN INV = 2804.54
WATER MAIN ENCASEMENT ToP = 2801.86
WATER MAIN INV = 2802.05

33 WL-A STA: 1+26.01
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2802.00

34 WL-A STA: 1+32.09
N: 10689306.167
E: 1751256.041
LAT: 31.983009
LONG: -102.092061
1 - 6" 45° BEND (MJ X MJ)
WATER MAIN INV = 2806.75
CONNECT TO EXISTING 6" WATER MAIN





Know what's below. Call before you dig.

No.	Description	Date	By

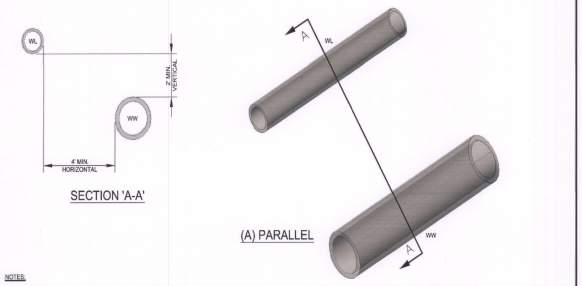
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GARFIELD STREET
WATER IMPROVEMENTS
PROJECT
WL-B & WL-C
PLAN & PROFILE

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER
Sept 28 2021

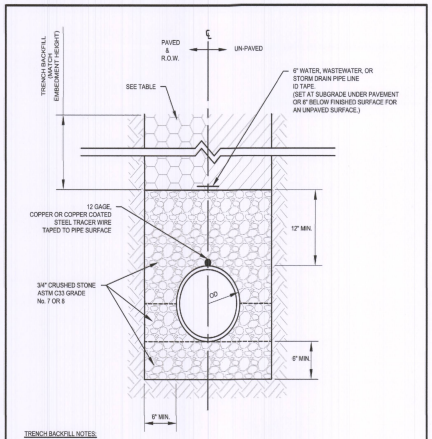
File: P:\Engineering Services\Engineering Projects\2021\U21-07 Dept. Proj\South Garfield WL\03 DWG\03.1 DWG\TxDOT\TxDOTC-561 P&P.dwg Sep 24, 2021 - 10:14am jshapton



NOTES:

1. SEE CITY DETAIL 807 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS WHEN IN PARALLEL WITH A WATER MAIN. REQUIREMENTS FOR WATER MAINS IN PARALLEL WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE PARALLEL WITH WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 807.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. WHERE WATER MAINS ARE LOCATED IN PARALLEL WITH NEW WASTEWATER MAINS, WASTEWATER MAINS MUST BE CONSTRUCTED AT LEAST 150 PSI PRESSURE CLASS, CORROSION RESISTANT, NON-BRITTLE PIPE SUCH AS CIP, DIP, OR PVC PIPE THAT IS DESIGNED TO SEAL AT ATMOSPHERIC PRESSURE. EXISTING WASTEWATER MAINS IN PARALLEL THAT ARE LEAKING OR ARE DISTURBED AND THEN BEGIN TO LEAK MUST BE REPLACED WITH 150 PSI PRESSURE-RATED PIPE.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

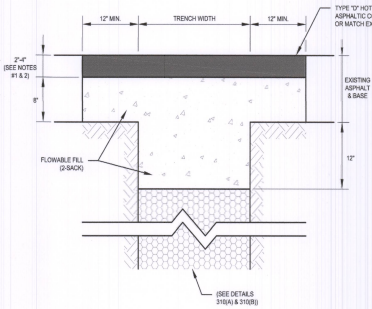
MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	PARALLEL WATER & WASTEWATER SPACING		306
	APPROVED: MCC			



TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

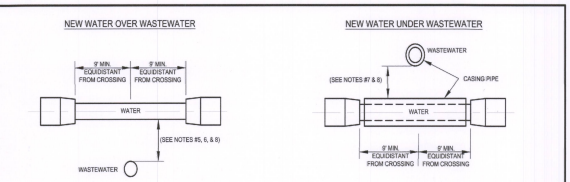
MIDLAND Engineering Services	DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
	TRENCHING AND BEDDING		310(A)	



NOTES:

1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THE EXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2" LIFTS, 95% MODIFIED COMPACTION.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH ASPHALT AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

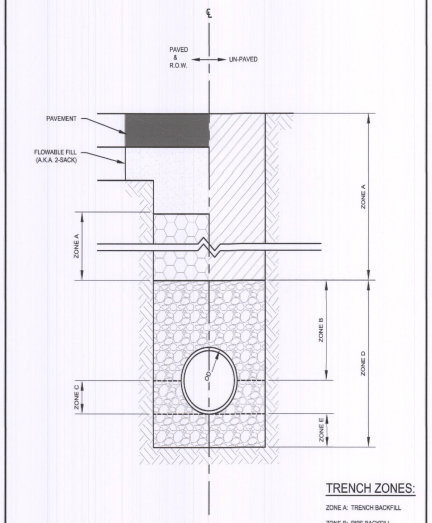
MIDLAND Engineering Services	DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
	ASPHALT TRENCH PAVEMENT REPLACEMENT		311	



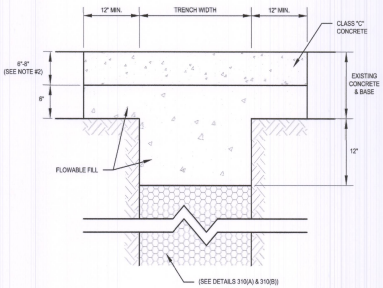
NOTES:

1. SEE CITY DETAIL 309 FOR NEW WASTEWATER MAIN REQUIREMENTS AT WATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. NEW WATER MAIN IS TO CROSS WASTEWATER MAIN AT 90° ANGLE.
5. NEW WATER MAINS ARE TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING NON-PRESSURE RATED WASTEWATER MAIN, AND NO LESS THAN 0.5' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING PRESSURE-RATED (150 PSI) WASTEWATER MAIN.
6. VERTICAL SEPARATION DIMENSION REQUIREMENTS FOR NEW WATER MAINS CROSSING OVER NEW WASTEWATER MAINS ARE COVERED IN CITY DETAIL 309.
7. NEW WATER MAIN CROSSING BENEATH NEW OR EXISTING WASTEWATER MAIN TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION FROM WASTEWATER MAIN WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
9. WHEN CROSSING AN EXISTING WASTEWATER MAIN AND IT IS DISTURBED OR SHOW SIGNS OF LEAKING, THE WASTEWATER MAIN MUST BE REPLACED AT LEAST 9.0' IN BOTH DIRECTIONS FROM THE CROSSING WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS / CUBIC YARD) FOR A TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 1.0' BEYOND THE JOINT ON EACH END.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	NEW WATER MAIN CROSSING WASTEWATER MAIN		307
	APPROVED: MCC			



MIDLAND Engineering Services	DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
	TRENCHING AND BEDDING		310(B)	



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE PAVEMENT THICKNESS TO BE A MINIMUM OF 6" OR MATCH THE EXISTING CONCRETE THICKNESS IF IT IS GREATER THAN 6" THICK. CONCRETE PAVEMENT THICKNESS TO BE MINIMUM 8" FOR ARTERIAL PAVEMENT.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH CONCRETE AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
	CONCRETE TRENCH PAVEMENT REPLACEMENT			

Know what's below. Call before you dig. 811

Description	By	Date	Rev. No.	PROJECT NO.: U21-07	HORIZ. SCALE:	VERT. SCALE:	APPROVED: JCF	CHECKED: JCF	DRAWN/DESIGNED: PAK
				DATE: SEPT 2021					

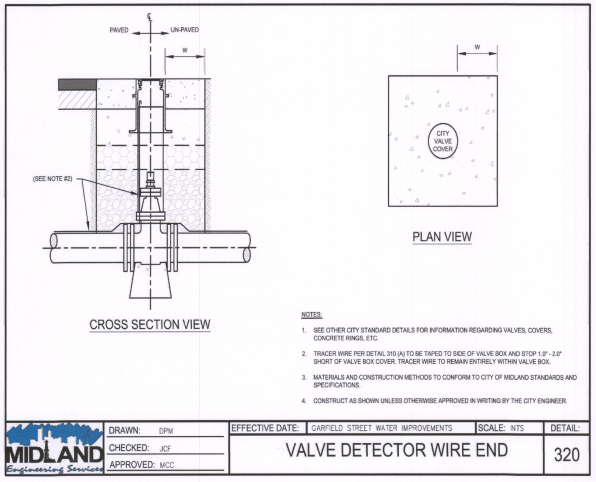
MIDLAND Engineering Services

GARFIELD STREET
WATER IMPROVEMENTS
PROJECT
COM DETAILS
1 OF 3

STATE OF TEXAS
SEPT 24, 2021
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

10
OF 12

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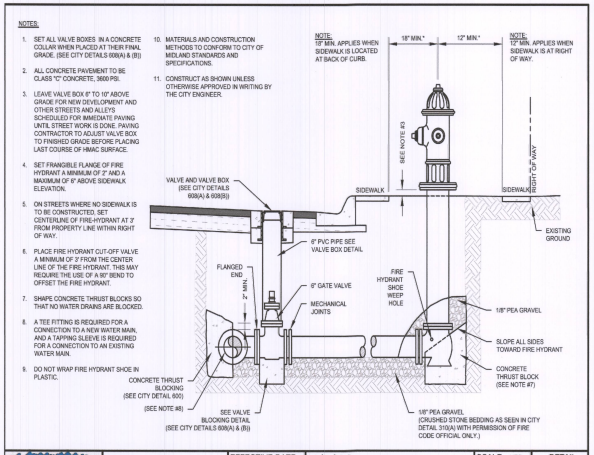
NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND STOP 1.0' - 2.0' SHORT OF VALVE BOX COVER. TRACER WIRE TO REMAIN ENTIRELY WITHIN VALVE BOX.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: GARFIELD STREET WATER IMPROVEMENTS	SCALE: NTS	DETAIL:
	CHECKED: JCF	VALVE DETECTOR WIRE END		320
	APPROVED: MCC			

NOTES:

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 6" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE-HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	FIRE HYDRANT NEW WATER MAIN		603
	APPROVED: MCC			

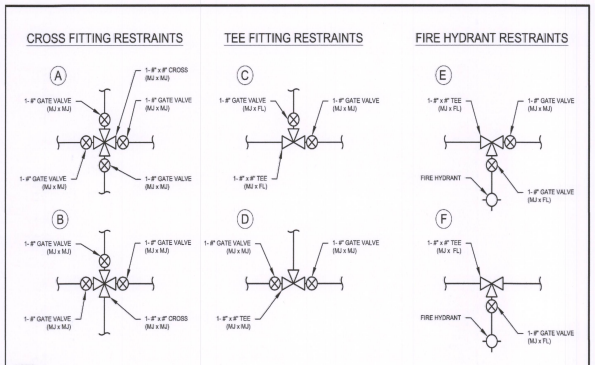
APPROVED COMPONENT LIST			
NO.	VALVES	VALVE COVERS	VALVE BOX
1	MUELLER 2360 MJ	MUELLER 2360 FL X FL	BASS & HAYS STANDARD 390-1 "SHORTY"
2	M & H 4067 MJ	M & H 4067-0	OR APPROVED EQUAL
3	CLOW 2838 MJ	CLOW 2840 FL X FL	
4	OR APPROVED EQUAL	OR APPROVED EQUAL	

VALVE BLOCKING CHART		
PIPE SIZE	A	B
4"	5.0"	10.5"
6"	6.5"	1'-0"
8"	6.5"	1'-0"
10"	8.0"	1'-1.0"
12"	8.5"	1'-2.0"

NOTES:

1. FOR VALVES ON WATER MAIN PIPES LARGER THAN 12" SEE CITY DETAIL 609.
2. SETTING VALVE BOX TO GRADE MAY REQUIRE ADDING PVC PIPE. IF ADDITIONAL PIPE IS REQUIRED, USE BELL SECTION WITH GASKET AND SET BELL DOWN OVER EXISTING PIPE RISER. A GASKETED SELF CENTERING COLLAR MAY BE USED IN LIEU OF THE BELL SECTION.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C", 3600 PSI, UNLESS OTHERWISE NOTED.
4. USE FIBER REINFORCEMENT FOR ALL CONCRETE , WHETHER PAVEMENT OR THRUST BLOCKING.
5. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

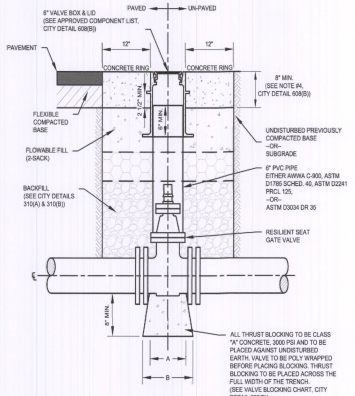
MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	TYPICAL VALVE AND VALVE BOX DETAILS		608(B)
	APPROVED: MCC			



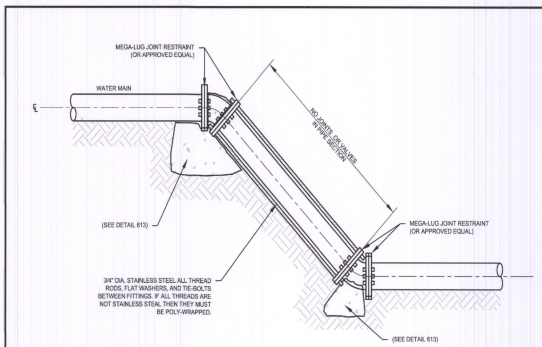
NOTES:

1. ALL MECHANICAL JOINT (MJ) FITTINGS TO BE RESTRAINED.
2. ALL FLANGES (FL) TO BE ON THE BRANCH SIDE OF TEE FITTINGS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	TYPICAL FITTING RESTRAINT CONFIGURATIONS		601
	APPROVED: MCC			



MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	TYPICAL VALVE AND VALVE BOX		608(A)
	APPROVED: MCC			



NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	WATER MAIN VERTICAL OFFSET		612
	APPROVED: MCC			

811 Know what's below. Call before you dig.

Description	Date	By
	SEPT 2021	

DRAWN/DESIGNED: PAK
CHECKED: JCF
APPROVED: JCF
VERT. SCALE:
HORIZ. SCALE:
PROJECT NO.: U21-07
DATE:

MIDLAND Engineering Services

GARFIELD STREET
WATER IMPROVEMENTS
PROJECT
COM DETAILS
2 OF 3

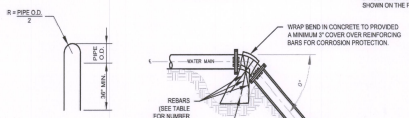
STATE OF TEXAS
9-24-21
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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DIA. OF PIPE	DEGREE OF BEND θ							
	11 1/4°		22 1/2°		45°		90°	
	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE
4"	3 C.F.	2-#3	6 C.F.	2-#3	12 C.F.	2-#3	22 C.F.	2-#3
6"	7 C.F.	2-#3	13 C.F.	2-#3	26 C.F.	2-#3	1.0 C.Y.	2-#3
8"	12 C.F.	2-#3	24 C.F.	2-#3	2.0 C.Y.	2-#4	3.0 C.Y.	2-#4
10"	19 C.F.	2-#3	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.0 C.Y.	2-#5
12"	1.0 C.Y.	2-#3	2.0 C.Y.	2-#4	4.0 C.Y.	2-#5	7.0 C.Y.	2-#5
14"	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.5 C.Y.	2-#5	*	*
16"	2.0 C.Y.	2-#4	3.5 C.Y.	2-#4	7.0 C.Y.	2-#7	*	*

BLOCK FOR EXTERNAL VERTICAL BENDS
DESIGN PRESSURE 180 PSI

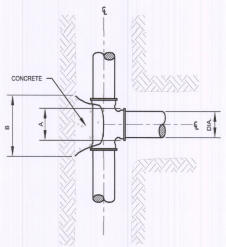
* BLOCKING FOR 14" AND 16" 90° BENDS AND FOR ALL BENDS LARGER THAN 16" WILL BE SHOWN ON THE PLANS.



BAR BEND DETAIL

NOTES:
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR VERTICAL BEND		613
APPROVED: MCC			



TEE

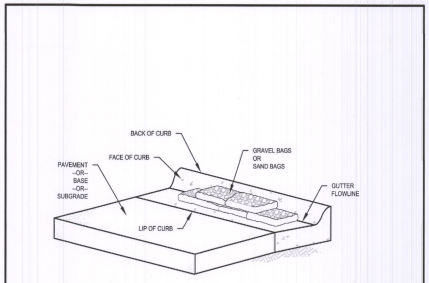
"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

"T" RUN DIA.	STEM DIA.	BLOCKING DIMENSIONS		
		A	B	*C
TEE				
4"	ALL	11"	1'-0"	1'-0"
6"	ALL	1'-2"	1'-7"	1'-0"
8"	ALL	1'-4"	2'-2"	2'-2"
10"	ALL	1'-8"	2'-8"	2'-8"
1'-0"	THRU 8"	1'-10"	1'-10"	1'-8"
1'-0"	OVER 8"	1'-10"	3'-2"	3'-2"
1'-2"	THRU 8"	2'-2"	2'-2"	1'-11"
1'-2"	OVER 8"	2'-2"	3'-8"	3'-8"
1'-4"	THRU 8"	2'-4"	2'-4"	2'-2"
1'-4"	OVER 8"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

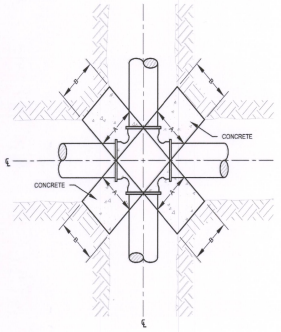
NOTE:
1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR TEE		615
APPROVED: MCC			



NOTES:
1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
CURB GRAVEL OR SAND BAGS		712	



CROSS BLOCKING

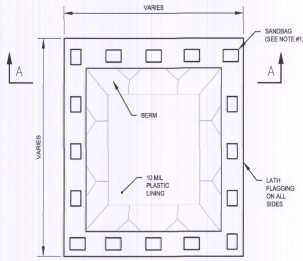
CROSS BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

CROSS DIA.	BLOCKING DIMENSIONS		
	A	B	*C
4"x 4"	0'-11"	1'-0"	1'-0"
6"x 6"	1'-2"	1'-7"	1'-0"
8"x 8"	1'-4"	2'-2"	2'-2"
10"x 10"	1'-8"	2'-8"	2'-8"
12"x 12"	1'-10"	3'-2"	3'-2"
14"x 14"	2'-2"	3'-8"	3'-8"
16"x 16"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING
2. BLOCK CROSSES WITH DIFFERENT SIZE RUNS FOR THE LARGER RUN IN ALL DIRECTIONS.
3. BLOCKING FOR CROSSES LARGER THAN 16" WILL BE AS SHOWN ON THE PLANS.
4. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
5. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR CROSS		614
APPROVED: MCC			



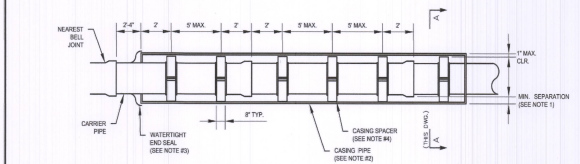
DEPRESSED WASHOUT



SECTION 'A-A'

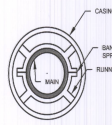
NOTES:
1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
CONCRETE WASHOUT OPTION 1		704	



CROSS SECTION VIEW

NOTES:
1. CASING PIPE TO BE MINIMUM TWO (2) NOMINAL SIZES LARGER IN DIAMETER THAN CARRIER PIPE.
2. CASING PIPE TO BE NO LESS THAN 12" DIAMETER PIPE. 12"-16" DIAMETER CASING PIPE MAY BE STEEL OR PVC PIPE. CASING PIPE LARGER THAN 16" DIAMETER MUST BE STEEL PIPE. STEEL CASING PIPE TO BE MINIMUM 14" WALL THICKNESS. PVC CASING PIPE TO BE SDR-26 D2241 OR C-900.
3. CASING PIPE TO BE STEEL OR PVC.
4. WATER TIGHT END SEAL TO BE GROUT OR APPROVED MANUFACTURED SEAL.
5. CASING SPACERS TO BE HDPE OR APPROVED EQUAL, MINIMUM FOUR (4) EQUALLY SPACED RUNNERS, WITH BAND CLAMP JOINT LOCATED AT SPRINGLINE. SPACERS FOR CASING PIPE LARGER THAN 24" DIAMETER REQUIRE MINIMUM SIX (6) EQUALLY SPACED RUNNERS.
6. CASING INSTALLED IN OPEN TRENCH IS TO BE BACKFILLED PER CURRENT CITY STANDARDS FOR AN UN-ENCASED MAIN.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



SECTION 'A-A'

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL PIPE CASING DETAIL		805
APPROVED: MCC			

Know what's below. Call before you dig.

City Council Meeting

Item Number: 11

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR EMERGENCY REPAIR SERVICES OF THE WALL STREET SEWER MAIN BY BOLER EQUIPMENT SERVICE, INC., FOR A TOTAL COST OF $174,125.00 (DISTRICT 3) (GENERAL SERVICES)

Purpose:

Resolution ratifying and approving the emergency repair of the emergency sewer main repairs along Wall Street performed by Boler Equipment Services for a total cost of $174,125.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the FY22 Water & Sewer Fund Operating Budget.

Discussion:

Boler Equipment Services was called for the emergency repair of the sewer main repairs along Wall Street. Wilco Tower had a crack form in their basement service line and it would not stop leaking. After the City's investigation it was determined to fix the situation by rerouting the sewer line up Marienfeld to Texas Street, and Wilco Tower would replace their service line to match the new main. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying and approving payment for the emergency repair of the sewer main along Wall Street performed by Boler Equipment Services of Midland, Texas for a total cost of $174,125.00.

Tina Jaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a Resolution Ratifying the Emergency sewer main repairs performed by Boler Equipment Services.

DATE: November 16, 2021

The City of Midland and Wilco Tower personnel found upon investigation of sewer main problems along Wall St. that the sewer main in Wall was higher than the sewer service in Wilco Tower. Wilco Tower had a crack form in their basement service line and it would not stop leaking. We concluded that in the past the sewer line was rerouted around a parking structure and the elevations were missed at the tower. If the sewer service break were to get worse the Wilco tower would have been flooded with 4 city blocks of sewer. Utilities determined there was a way to fix the situation by rerouting the sewer line up Marienfeld to Texas, and Wilco Tower would replace their service line to match the new main.

Boler Equipment Services provided their services on the reroute of the wastewater main. The cost for Boler to perform the repairs was $174,125.00. Utilities has paid for the material to get the project completed and request Council to ratify the remaining construction costs of $121,789.00. The repair cost will be paid out of the Utilities' maintenance of sanitary sewer line item (300335 54110).

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR EMERGENCY REPAIR SERVICES OF THE WALL STREET SEWER MAIN BY BOLER EQUIPMENT SERVICE, INC., FOR A TOTAL COST OF $174,125.00

WHEREAS, the wastewater main along Wall Street was higher than the wastewater service line in Wilco Tower, causing a crack in the Wilco Tower basement service line; and

WHEREAS, it was determined that the wastewater main needed to be rerouted; and

WHEREAS, Boler Equipment Service, Inc., was called on to provide emergency repair services and to reroute the wastewater main; and

WHEREAS, Boler Equipment Service, Inc., agreed to provide the emergency repair services and reroute the wastewater main for a total cost of $174,125.00 as shown on the invoice attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds and determines that said unforeseen damage to said wastewater main constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by TEX. LOC. GOV'T CODE § 252.022(a)(3); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve the payment for emergency repair services provided by Boler Equipment Service, Inc., for the repair and rerouting of said wastewater main for a total cost of $174,125.00;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the payment for emergency repair services of said wastewater main by Boler Equipment Service, Inc., at a total cost of $174,125.00, is hereby ratified and approved.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Boler Equipment Service, Inc., an amount not to exceed $174,125.00 from funds available in the FY22 Water & Sewer Fund Operating Budget upon proper receipt of invoices or statements approved by the Interim 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

2020-2023 Term - Wastewater Main Extension - Work Order

Address: **Wilco Tower Sewer Impvts - Invoice 2**

Start Date: **July 2021**

Completion Date: **August 2021**

GIS Sketch Complete: _____

Description of work: **Total installed project quantities in full, less Materials on Hand Payment from inv. 1 for Wilco Tower.**

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
( )" SDR26 ASTM D2241, PVC				
( )" SDR26 ASTM D2241, PVC				
( )" SDR26 ASTM D3034, PS115,PVC				
( )" SDR26 ASTM D3034, PS115,PVC				
( )" SDR 35 ASTM D3034, PS46,PVC				
(12)" SDR 35 ASTM D3034, PS46,PVC	353	$62.00	$21,886.00	
(8)" Pipe Casing (SDR35, D3034, PS46 PVC	106	$44.00	$4,664.00	
(48)" Fiberglass Manhole (0' - 5' Deep)	4	$4,300.00	$17,200.00	
(48)" Manhole Additional Bury Depth (5'-16' deep)	20	$400.00	$8,000.00	
( )" Manhole Additional Bury Depth (>16' deep)				
Connect to Existing Manhole	1	$1,275.00	$1,275.00	
Manhole Drop Structure ( )				
( )" Wastewater Service Connection (Long > 20')				
( )" Wastewater Serive Connection (Short ≤ 20')				
Trenching Depth (10-12 Deep)	459	$40.00	$18,360.00	
Trenching Depth (Deep)				
Conctete Utility Cut Repair	65	$115.00	$7,475.00	
Asphalt Utility Cut Repair	550	$50.00	$27,500.00	
Base Rock Utility Cut Repair				
Flowable Fill / 2-Sack Backfill	459	$90.00	$41,310.00	
Erosion/Sediment Control	2	$450.00	$900.00	
Job Site Safety	2	$450.00	$900.00	
Existing Main Removal	353	$15.00	$5,295.00	
Remove existing 48" MH (0' -5')	1	$1,000.00	$1,000.00	
Additional Labor/LF in Downtown Area	459	$40.00	$18,360.00	
			$174,125.00	< Overall Project Total Cost
			($52,336.00)	<Less Previous MOH Payment
TOTAL =	------	------	$121,789.00	< Total Remaining Balance Owed

(Attach concrete/asphalt tickets)

Contractor Name (Print): **Boler Equipment Service, Inc.**

Quantities verified (City): C.H. 9/30/21 (initial / date) J.F. 10/1/21

Quantities Agreed (Contractor): (initial / date) 9/30/21

P:\Engineering Services\Engineering Projects\2020\U20-01 UEP 04\02 LEGAL\2.1 Bid Packet\11.1# UEP04 TYP WO 0#

City Council Meeting

Item Number: 12

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE NORTH A STREET PAVING BOND PROJECT TO CD KING CONSTRUCTION, LLC, DOING BUSINESS AS JD KING, OF SEMINOLE, TEXAS, AT A TOTAL COST OF $3,040,064.39; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 3) (GENERAL SERVICES)

Purpose:

Resolution authorizing the execution of a contract for the “A” Street Paving Project for the Engineering Services Division.

Recommended City Council Action:

Approve

Fiscal Impact:

The amount of $3,394,071 is available in the Road Bond Projects Fund 120 and will be appropriated to a project for said purpose.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the “A” Street Paving Project. The bid request was sent to thirty-six (36) companies. We received four (4) bids. Staff recommends awarding a contract to CD King Construction, LLC dba JD King Corporation for the amount of $3,040,064.39. Please see the attached memo from Jose Ortiz, Engineering Services Director, for more information.

Therefore, please consider a resolution awarding a contract for the “A” Street Paving Project to CD King Construction, LLC dba JD King Corporation of Seminole, Texas for the amount of $3,040,064.39. Staff is also requesting an additional $304,006.43 in contingences plus

$50,000.00 for project related costs for a total cost of $3,394,070.82.

Tina Dang

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz; City of Midland, Engineering Service Director

SUBJECT: N. "A" Street Paving Bond Project ♦ Engr. Project No. BP20-02 ♦ Bid Tabulation ♦ Funding #_____

DATE: November 16, 2021

Erika,

Engineer staff has reviewed the bid tabulation for the N. "A" Street Paving Bond Project, a paving bond project. CD King Construction, LLC dba JD King of Seminole, Texas, is the apparent successful low bidder. Staff recommends awarding the N. "A" Street Paving Bond Project to CD King Construction, LLC dba JD King.

CD King Construction, LLC dba JD King has an established history with other cities and developers of performing work of similar scale and scope to the N. "A" Street Paving Bond Project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$3,040,064.39** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$304,006.43** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made available for the project would be **$3,394,070.82**.

The agreement specifies a construction period beginning within 15 calendar days of a written notice to proceed for construction.

Jose E. Ortiz
Engineer Services Director

Cc: Gabe McClelland
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE NORTH A STREET PAVING BOND PROJECT TO CD KING CONSTRUCTION, LLC, DOING BUSINESS AS JD KING, OF SEMINOLE, TEXAS, AT A TOTAL COST OF $3,040,064.39; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the North A Street Paving Bond Project (the "Project"); and

WHEREAS, Bid No. 22000392 was opened on October 27, 2021, with the lowest responsible bidder being CD King Construction, LLC, doing business as JD King, of Seminole, Texas ("Contractor"), having submitted a bid of $3,040,064.39 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $3,040,064.39; 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 $3,040,064.39, 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 10 percent ($304,006.43).

SECTION THREE. That the sum of $3,394,071.00 shall be appropriated from the Road Bond Projects Fund 120 to a project account for said Project.

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 $3,344,070.82 from funds available in the aforementioned project account 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

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

BP20-02 - City of Midland: N. "A" Street Paving Bond Project

City of Midland - Engineering Services; October 27, 2021

BID TAB					Boler Equipment Services, Inc.			CD King Construction, LLC dba JD King			Onxy Contractors			Reece Albert, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	8	MO	$ 26,925.00	$ 215,400.00	$ 215,400.00	$ 13,477.90	$ 107,823.20	$ 107,823.20	$ 15,000.00	$ 120,000.00	$ 120,000.00	$ 39,297.25	$ 314,378.00	$ 314,378.00
2	M2	Erosion/Sediment Control	8	MO	$ 2,250.00	$ 18,000.00	$ 18,000.00	$ 3,064.76	$ 24,518.08	$ 24,518.08	$ 5,000.00	$ 40,000.00	$ 40,000.00	$ 1,301.24	$ 10,409.92	$ 10,409.92
3	M3	Traffic Control	8	MO	$ 9,875.00	$ 79,000.00	$ 79,000.00	$ 6,339.98	$ 50,719.84	$ 50,719.84	$ 10,000.00	$ 80,000.00	$ 80,000.00	$ 2,362.99	$ 18,903.92	$ 18,903.92
4	M4	Job Site Safety	8	MO	$ 1,775.00	$ 14,200.00	$ 14,200.00	$ 1,146.07	$ 9,168.56	$ 9,168.56	$ 15,000.00	$ 120,000.00	$ 120,000.00	$ 234.38	$ 1,875.04	$ 1,875.04
1	D1	Unclassified Roadway Excavation (Depth ≤ 12")	29390	SY	$ 3.55	$ 104,334.50	$ 104,334.50	$ 2.03	$ 59,661.70	$ 59,661.70	$ 4.06	$ 119,323.40	$ 119,323.40	$ 2.79	$ 81,998.10	$ 81,998.10
2	D2	Removal & Disposal of Existing Unclassified Pavement	30962	SY	$ 3.00	$ 92,886.00	$ 92,886.00	$ 2.90	$ 89,789.80	$ 89,789.80	$ 3.45	$ 106,818.90	$ 106,818.90	$ 1.10	$ 34,058.20	$ 34,058.20
3	D3	2" Milling Unclassified Asphalt Pavement	1572	SY	$ 10.25	$ 16,113.00	$ 16,113.00	$ 4.17	$ 6,555.24	$ 6,555.24	$ 11.39	$ 17,905.08	$ 17,905.08	$ 4.23	$ 6,649.56	$ 6,649.56
4	D4	Removal & Disposal of Existing Concrete Curb & Gutter	1295	LF	$ 7.00	$ 9,065.00	$ 9,065.00	$ 24.90	$ 32,245.50	$ 32,245.50	$ 18.00	$ 23,310.00	$ 23,310.00	$ 7.23	$ 9,362.85	$ 9,362.85
5	D5	Removal & Disposal of Existing Concrete Sidewalk & Ramps	64	SY	$ 10.00	$ 640.00	$ 640.00	$ 40.96	$ 2,621.44	$ 2,621.44	$ 45.00	$ 2,880.00	$ 2,880.00	$ 59.13	$ 3,784.32	$ 3,784.32
1	P1	Subgrade Preparation (Depth ≤ 8")	29555	SY	$ 4.40	$ 130,042.00	$ 130,042.00	$ 2.23	$ 65,907.65	$ 65,907.65	$ 4.60	$ 135,953.00	$ 135,953.00	$ 2.27	$ 67,089.85	$ 67,089.85
2	P2	Continuously Reinforcement	1020	SY	$ 100.75	$ 102,765.00	$ 102,765.00	$ 30.37	$ 30,977.40	$ 30,977.40	$ 118.00	$ 120,360.00	$ 120,360.00	$ 36.53	$ 37,260.60	$ 37,260.60
3	P3	8" Jointed Concrete Pavement	21829	SY	$ 87.00	$ 1,899,123.00	$ 1,899,123.00	$ 92.01	$ 2,008,486.29	$ 2,008,486.29	$ 108.00	$ 2,357,532.00	$ 2,357,532.00	$ 86.17	$ 1,881,004.93	$ 1,881,004.93
4	P4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	897	TON	$ 121.00	$ 108,537.00	$ 108,537.00	$ 107.85	$ 96,741.45	$ 96,741.45	$ 138.00	$ 123,786.00	$ 123,786.00	$ 114.56	$ 102,760.32	$ 102,760.32
5	P5	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	1080	TON	$ 115.50	$ 124,740.00	$ 124,740.00	$ 109.54	$ 118,303.20	$ 118,303.20	$ 132.25	$ 142,830.00	$ 142,830.00	$ 119.91	$ 129,502.80	$ 129,502.80
6	P6	Concrete-Asphalt Pavement Transition Sleeper Slab	209	SY	$ 88.25	$ 18,444.25	$ 18,444.25	$ 100.83	$ 21,073.47	$ 21,073.47	$ 108.00	$ 22,572.00	$ 22,572.00	$ 98.24	$ 20,532.16	$ 20,532.16
7	P7	8" Flexible Base (Type A, Grade 4)	6607	SY	$ 17.60	$ 116,283.20	$ 116,283.20	$ 9.28	$ 61,312.96	$ 61,312.96	$ 20.13	$ 132,998.91	$ 132,998.91	$ 10.83	$ 71,553.81	$ 71,553.81
8	P8	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	1630	GAL	$ 10.65	$ 17,359.50	$ 17,359.50	$ 2.50	$ 4,075.00	$ 4,075.00	$ 12.08	$ 19,690.40	$ 19,690.40	$ 5.23	$ 8,524.90	$ 8,524.90
9	P9	Tack Coat (MC-30, 0.10 Gal / SY)	1630	GAL	$ 6.05	$ 9,861.50	$ 9,861.50	$ 2.53	$ 4,123.90	$ 4,123.90	$ 6.90	$ 11,247.00	$ 11,247.00	$ 2.43	$ 3,960.90	$ 3,960.90
10	P10	8" Concrete Fillet & Valley Gutter	538	SY	$ 83.25	$ 44,788.50	$ 44,788.50	$ 109.93	$ 59,142.34	$ 59,142.34	$ 108.00	$ 58,104.00	$ 58,104.00	$ 139.52	$ 75,061.76	$ 75,061.76
11	P11	8" Concrete Alley Approach	141	SY	$ 83.50	$ 11,773.50	$ 11,773.50	$ 92.46	$ 13,036.86	$ 13,036.86	$ 108.00	$ 15,228.00	$ 15,228.00	$ 130.44	$ 18,392.04	$ 18,392.04
12	P12	Type A Concrete Curb & Gutter	41	LF	$ 35.00	$ 1,435.00	$ 1,435.00	$ 41.06	$ 1,683.46	$ 1,683.46	$ 31.00	$ 1,271.00	$ 1,271.00	$ 69.09	$ 2,832.69	$ 2,832.69
13	P13	Type C Concrete Curb & Gutter	551	LF	$ 32.00	$ 17,632.00	$ 17,632.00	$ 41.06	$ 22,624.06	$ 22,624.06	$ 31.00	$ 17,081.00	$ 17,081.00	$ 36.02	$ 19,847.02	$ 19,847.02
14	P14	Concrete Pedestrian Access Ramp	214	SY	$ 100.50	$ 21,507.00	$ 21,507.00	$ 100.02	$ 21,404.28	$ 21,404.28	$ 318.00	$ 68,052.00	$ 68,052.00	$ 100.31	$ 21,466.34	$ 21,466.34
15	P15	4" Concrete Sidewalk	319	SY	$ 56.75	$ 18,103.25	$ 18,103.25	$ 56.02	$ 17,870.38	$ 17,870.38	$ 90.00	$ 28,710.00	$ 28,710.00	$ 103.23	$ 32,930.37	$ 32,930.37
16	P16	2.5' Concrete Retaining Wall	116	LF	$ 63.00	$ 7,308.00	$ 7,308.00	$ 54.08	$ 6,273.28	$ 6,273.28	$ 77.00	$ 8,932.00	$ 8,932.00	$ 72.75	$ 8,439.00	$ 8,439.00
17	P17	Storm Drain Inlet Adjustment	20	EA	$ 1,250.00	$ 25,000.00	$ 25,000.00	$ 1,502.62	$ 30,052.40	$ 30,052.40	$ 3,000.00	$ 60,000.00	$ 60,000.00	$ 797.14	$ 15,942.80	$ 15,942.80
18	P18	Manhole Ring & Cover Adjustment	12	EA	$ 1,150.00	$ 13,800.00	$ 13,800.00	$ 1,401.99	$ 16,823.88	$ 16,823.88	$ 2,000.00	$ 24,000.00	$ 24,000.00	$ 797.14	$ 9,565.68	$ 9,565.68
19	P19	Water Valve Box Ring & Cover Adjustment	7	EA	$ 850.00	$ 5,950.00	$ 5,950.00	$ 1,747.14	$ 12,229.98	$ 12,229.98	$ 1,800.00	$ 12,600.00	$ 12,600.00	$ 759.10	$ 5,313.70	$ 5,313.70
20	P20	Electrical Box Adjustment/Relocation	1	EA	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 2,763.46	$ 2,763.43	$ 2,763.46	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 1,846.90	$ 1,846.90	$ 1,846.90
1	T1	Retroreflectorized Pavement Markings (White, Solid, 4")	7388	LF	$ 1.85	$ 13,667.80	$ 13,667.80	$ 1.63	$ 12,042.44	$ 12,042.44	$ 1.48	$ 10,934.24	$ 10,934.24	$ 1.54	$ 11,377.52	$ 11,377.52
2	T2	Retroreflectorized Pavement Markings (White, Dashed, 4")	425	LF	$ 1.95	$ 828.75	$ 828.75	$ 1.72	$ 731.00	$ 731.00	$ 1.56	$ 663.00	$ 663.00	$ 1.62	$ 688.50	$ 688.50
3	T3	Retroreflectorized Pavement Markings (White, Cross Walk, 18")	360	LF	$ 8.00	$ 2,880.00	$ 2,880.00	$ 6.76	$ 2,433.60	$ 2,433.60	$ 6.10	$ 2,196.00	$ 2,196.00	$ 6.36	$ 2,289.60	$ 2,289.60
4	T4	Retroreflectorized Pavement Markings (White, Stop Bar, 24")	238	LF	$ 9.50	$ 2,261.00	$ 2,261.00	$ 8.29	$ 1,973.02	$ 1,973.02	$ 7.48	$ 1,780.24	$ 1,780.24	$ 7.80	$ 1,856.40	$ 1,856.40
5	T5	Retroreflectorized Pavement Markings (Yellow, Solid, 4")	7553	LF	$ 1.85	$ 13,973.05	$ 13,973.05	$ 1.63	$ 12,311.39	$ 12,311.39	$ 1.48	$ 11,178.44	$ 11,178.44	$ 1.54	$ 11,631.62	$ 11,631.62
6	T6	Prefabricated Pavement Markings (White, Arrow Symbol)	2	EA	$ 445.00	$ 890.00	$ 890.00	$ 382.66	$ 765.32	$ 765.32	$ 345.00	$ 690.00	$ 690.00	$ 360.17	$ 720.34	$ 720.34
7	T7	Prefabricated Pavement Markings (White, Bike Lane Symbol)	7	EA	$ 360.00	$ 2,520.00	$ 2,520.00	$ 318.88	$ 2,232.16	$ 2,232.16	$ 288.00	$ 2,016.00	$ 2,016.00	$ 300.14	$ 2,100.98	$ 2,100.98
8	T8	Prefabricated Pavement Markings (White, Pavement Letter)	30	EA	$ 360.00	$ 10,800.00	$ 10,800.00	$ 318.88	$ 9,566.40	$ 9,566.40	$ 288.00	$ 8,640.00	$ 8,640.00	$ 300.14	$ 9,004.20	$ 9,004.20
					Base Bid Total =	$ 3,293,111.80	**$ 3,293,111.80**	Base Bid Total =	$ 3,040,064.39	**$ 3,040,064.39**	Base Bid Total =	$ 4,039,282.61	**$ 4,039,282.61**	Base Bid Total =	$ 3,054,917.64	**$ 3,054,917.64**
							$0.00			$0.00			$0.00			$0.00

BP20-02 - City of Midland: N. "A" Street Paving Bond Project

City of Midland - Engineering Services; October 27, 2021

BID TAB					Boler Equipment Services, Inc.			CD King Construction, LLC dba JD King			Onxy Contractors			Reese Albert, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	8	MO	$ 26,925.00	$ 215,400.00	$ 215,400.00	$ 13,477.90	$ 107,823.20	$ 107,823.20	$ 15,000.00	$ 120,000.00	$ 120,000.00	$ 39,297.25	$ 314,378.00	$ 314,378.00
2	M2	Erosion/Sediment Control	8	MO	$ 2,250.00	$ 18,000.00	$ 18,000.00	$ 3,064.76	$ 24,518.08	$ 24,518.08	$ 5,000.00	$ 40,000.00	$ 40,000.00	$ 1,301.24	$ 10,409.92	$ 10,409.92
3	M3	Traffic Control	8	MO	$ 9,875.00	$ 79,000.00	$ 79,000.00	$ 6,339.98	$ 50,719.84	$ 50,719.84	$ 10,000.00	$ 80,000.00	$ 80,000.00	$ 2,362.99	$ 18,903.92	$ 18,903.92
4	M4	Job Site Safety	8	MO	$ 1,775.00	$ 14,200.00	$ 14,200.00	$ 1,146.07	$ 9,168.56	$ 9,168.56	$ 15,000.00	$ 120,000.00	$ 120,000.00	$ 234.38	$ 1,875.04	$ 1,875.04
1	D1	Unclassified Roadway Excavation (Depth ≤ 12")	29390	SY	$ 3.55	$ 104,334.50	$ 104,334.50	$ 2.03	$ 59,661.70	$ 59,661.70	$ 4.06	$ 119,323.40	$ 119,323.40	$ 2.79	$ 81,998.10	$ 81,998.10
2	D2	Removal & Disposal of Existing Unclassified Pavement	30962	SY	$ 3.00	$ 92,886.00	$ 92,886.00	$ 2.90	$ 89,789.80	$ 89,789.80	$ 3.45	$ 106,818.90	$ 106,818.90	$ 1.10	$ 34,058.20	$ 34,058.20
3	D3	2" Milling Unclassified Asphalt Pavement	1572	SY	$ 10.25	$ 16,113.00	$ 16,113.00	$ 4.17	$ 6,555.24	$ 6,555.24	$ 11.39	$ 17,905.08	$ 17,905.08	$ 4.23	$ 6,649.56	$ 6,649.56
4	D4	Removal & Disposal of Existing Concrete Curb & Gutter	1295	LF	$ 7.00	$ 9,065.00	$ 9,065.00	$ 24.90	$ 32,245.50	$ 32,245.50	$ 18.00	$ 23,310.00	$ 23,310.00	$ 7.23	$ 9,362.85	$ 9,362.85
5	D5	Removal & Disposal of Existing Concrete Sidewalk & Ramps	64	SY	$ 10.00	$ 640.00	$ 640.00	$ 40.96	$ 2,621.44	$ 2,621.44	$ 45.00	$ 2,880.00	$ 2,880.00	$ 59.13	$ 3,784.32	$ 3,784.32
1	P1	Subgrade Preparation (Depth ≤ 8")	29555	SY	$ 4.40	$ 130,042.00	$ 130,042.00	$ 2.23	$ 65,907.65	$ 65,907.65	$ 4.60	$ 135,953.00	$ 135,953.00	$ 2.27	$ 67,089.85	$ 67,089.85
2	P2	Continuously Reinforcement	1020	SY	$ 100.75	$ 102,765.00	$ 102,765.00	$ 30.37	$ 30,977.40	$ 30,977.40	$ 118.00	$ 120,360.00	$ 120,360.00	$ 36.53	$ 37,260.60	$ 37,260.60
3	P3	8" Jointed Concrete Pavement	21829	SY	$ 87.00	$ 1,899,123.00	$ 1,899,123.00	$ 92.01	$ 2,008,486.29	$ 2,008,486.29	$ 108.00	$ 2,357,532.00	$ 2,357,532.00	$ 86.17	$ 1,881,004.93	$ 1,881,004.93
4	P4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	897	TON	$ 121.00	$ 108,537.00	$ 108,537.00	$ 107.85	$ 96,741.45	$ 96,741.45	$ 138.00	$ 123,786.00	$ 123,786.00	$ 114.56	$ 102,760.32	$ 102,760.32
5	P5	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	1080	TON	$ 115.50	$ 124,740.00	$ 124,740.00	$ 109.54	$ 118,303.20	$ 118,303.20	$ 132.25	$ 142,830.00	$ 142,830.00	$ 119.91	$ 129,502.80	$ 129,502.80
6	P6	Concrete-Asphalt Pavement Transition Sleeper Slab	209	SY	$ 88.25	$ 18,444.25	$ 18,444.25	$ 100.83	$ 21,073.47	$ 21,073.47	$ 108.00	$ 22,572.00	$ 22,572.00	$ 98.24	$ 20,532.16	$ 20,532.16
7	P7	8" Flexible Base (Type A, Grade 4)	6607	SY	$ 17.60	$ 116,283.20	$ 116,283.20	$ 9.28	$ 61,312.96	$ 61,312.96	$ 20.13	$ 132,998.91	$ 132,998.91	$ 10.83	$ 71,553.81	$ 71,553.81
8	P8	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	1630	GAL	$ 10.65	$ 17,359.50	$ 17,359.50	$ 2.50	$ 4,075.00	$ 4,075.00	$ 12.08	$ 19,690.40	$ 19,690.40	$ 5.23	$ 8,524.90	$ 8,524.90
9	P9	Tack Coat (MC-30, 0.10 Gal / SY)	1630	GAL	$ 6.05	$ 9,861.50	$ 9,861.50	$ 2.53	$ 4,123.90	$ 4,123.90	$ 6.90	$ 11,247.00	$ 11,247.00	$ 2.43	$ 3,960.90	$ 3,960.90
10	P10	8" Concrete Fillet & Valley Gutter	538	SY	$ 83.25	$ 44,788.50	$ 44,788.50	$ 109.93	$ 59,142.34	$ 59,142.34	$ 108.00	$ 58,104.00	$ 58,104.00	$ 139.52	$ 75,061.76	$ 75,061.76
11	P11	8" Concrete Alley Approach	141	SY	$ 83.50	$ 11,773.50	$ 11,773.50	$ 92.46	$ 13,036.86	$ 13,036.86	$ 108.00	$ 15,228.00	$ 15,228.00	$ 130.44	$ 18,392.04	$ 18,392.04
12	P12	Type A Concrete Curb & Gutter	41	LF	$ 35.00	$ 1,435.00	$ 1,435.00	$ 41.06	$ 1,683.46	$ 1,683.46	$ 31.00	$ 1,271.00	$ 1,271.00	$ 69.09	$ 2,832.69	$ 2,832.69
13	P13	Type C Concrete Curb & Gutter	551	LF	$ 32.00	$ 17,632.00	$ 17,632.00	$ 41.06	$ 22,624.06	$ 22,624.06	$ 31.00	$ 17,081.00	$ 17,081.00	$ 36.02	$ 19,847.02	$ 19,847.02
14	P14	Concrete Pedestrian Access Ramp	214	SY	$ 100.50	$ 21,507.00	$ 21,507.00	$ 100.02	$ 21,404.28	$ 21,404.28	$ 318.00	$ 68,052.00	$ 68,052.00	$ 100.31	$ 21,466.34	$ 21,466.34
15	P15	4" Concrete Sidewalk	319	SY	$ 56.75	$ 18,103.25	$ 18,103.25	$ 56.02	$ 17,870.38	$ 17,870.38	$ 90.00	$ 28,710.00	$ 28,710.00	$ 103.23	$ 32,930.37	$ 32,930.37
16	P16	2.5' Concrete Retaining Wall	116	LF	$ 63.00	$ 7,308.00	$ 7,308.00	$ 54.08	$ 6,273.28	$ 6,273.28	$ 77.00	$ 8,932.00	$ 8,932.00	$ 72.75	$ 8,439.00	$ 8,439.00
17	P17	Storm Drain Inlet Adjustment	20	EA	$ 1,250.00	$ 25,000.00	$ 25,000.00	$ 1,502.62	$ 30,052.40	$ 30,052.40	$ 3,000.00	$ 60,000.00	$ 60,000.00	$ 797.14	$ 15,942.80	$ 15,942.80
18	P18	Manhole Ring & Cover Adjustment	12	EA	$ 1,150.00	$ 13,800.00	$ 13,800.00	$ 1,401.99	$ 16,823.88	$ 16,823.88	$ 2,000.00	$ 24,000.00	$ 24,000.00	$ 797.14	$ 9,565.68	$ 9,565.68
19	P19	Water Valve Box Ring & Cover Adjustment	7	EA	$ 850.00	$ 5,950.00	$ 5,950.00	$ 1,747.14	$ 12,229.98	$ 12,229.98	$ 1,800.00	$ 12,600.00	$ 12,600.00	$ 759.10	$ 5,313.70	$ 5,313.70
20	P20	Electrical Box Adjustment/Relocation	1	EA	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 2,763.46	$ 2,763.43	$ 2,763.46	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 1,846.90	$ 1,846.90	$ 1,846.90
1	T1	Retroreflectorized Pavement Markings (White, Solid, 4")	7388	LF	$ 1.85	$ 13,667.80	$ 13,667.80	$ 1.63	$ 12,042.44	$ 12,042.44	$ 1.48	$ 10,934.24	$ 10,934.24	$ 1.54	$ 11,377.52	$ 11,377.52
2	T2	Retroreflectorized Pavement Markings (White, Dashed, 4")	425	LF	$ 1.95	$ 828.75	$ 828.75	$ 1.72	$ 731.00	$ 731.00	$ 1.56	$ 663.00	$ 663.00	$ 1.62	$ 688.50	$ 688.50
3	T3	Retroreflectorized Pavement Markings (White, Cross Walk, 18")	360	LF	$ 8.00	$ 2,880.00	$ 2,880.00	$ 6.76	$ 2,433.60	$ 2,433.60	$ 6.10	$ 2,196.00	$ 2,196.00	$ 6.36	$ 2,289.60	$ 2,289.60
4	T4	Retroreflectorized Pavement Markings (White, Stop Bar, 24")	238	LF	$ 9.50	$ 2,261.00	$ 2,261.00	$ 8.29	$ 1,973.02	$ 1,973.02	$ 7.48	$ 1,780.24	$ 1,780.24	$ 7.80	$ 1,856.40	$ 1,856.40
5	T5	Retroreflectorized Pavement Markings (Yellow, Solid, 4")	7553	LF	$ 1.85	$ 13,973.05	$ 13,973.05	$ 1.63	$ 12,311.39	$ 12,311.39	$ 1.48	$ 11,178.44	$ 11,178.44	$ 1.54	$ 11,631.62	$ 11,631.62
6	T6	Prefabricated Pavement Markings (White, Arrow Symbol)	2	EA	$ 445.00	$ 890.00	$ 890.00	$ 382.66	$ 765.32	$ 765.32	$ 345.00	$ 690.00	$ 690.00	$ 360.17	$ 720.34	$ 720.34
7	T7	Prefabricated Pavement Markings (White, Bike Lane Symbol)	7	EA	$ 360.00	$ 2,520.00	$ 2,520.00	$ 318.88	$ 2,232.16	$ 2,232.16	$ 288.00	$ 2,016.00	$ 2,016.00	$ 300.14	$ 2,100.98	$ 2,100.98
8	T8	Prefabricated Pavement Markings (White, Pavement Letter)	30	EA	$ 360.00	$ 10,800.00	$ 10,800.00	$ 318.88	$ 9,566.40	$ 9,566.40	$ 288.00	$ 8,640.00	$ 8,640.00	$ 300.14	$ 9,004.20	$ 9,004.20
					Base Bid Total =	$ 3,293,111.80	**$ 3,293,111.80**	Base Bid Total =	$ 3,040,064.39	**$ 3,040,064.39**	Base Bid Total =	$ 4,039,282.61	**$ 4,039,282.61**	Base Bid Total =	$ 3,054,917.64	**$ 3,054,917.64**
							$0.00			$0.00			$0.00			$0.00

SPECIFICATIONS

Project Name: N. "A" Street Paving Bond Project
Project Number: BP20-02

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

ENGINEERING SERVICES DIRECTOR

Jose Ortiz



Prepared by City of Midland, Texas
Engineering Services Division

October 2021

NOTICE TO BIDDERS

ATTENTION: All bidders who choose to mail bid packets must address them to one of the addresses below:

USPS Mailing Address:		***Physical Address for mail carriers other than USPS:***
City of Midland, Texas		**City of Midland, Texas**
Attn: City Secretary's Office	**OR**	**Attn: City Secretary's Office**
P O Box 1152		**300 North Loraine St, Suite 330**
Midland, TX 79702		**Midland, TX 79701**

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 27th day of October, 2021, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will in the City Council Meeting Chambers

The Proposed Work provides for the furnishing of materials and labor for N. "A" Street Paving Bond Project together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING AND TELECONFERENCE will be held at 4:00 p.m. on Wednesday, October 20th, 2021 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting either in person or by calling the number listed below:

TELECONFERENCE CALL IN NUMBER: (866) 528-2256
ACCESS CODE: 4450719

ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting And Teleconference must be submitted via email to the following email address:

jperez@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, October 22nd, 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 October 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 October 2021 and numbered from (1) through (71) 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 October 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.**

CD King Construction

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____ N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

_____ 10/27/21

Signature of vendor doing business with the governmental entity — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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

N/A

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: C D King Construction

Local Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

   Company Name and Address (as it appears on permit):

   _____

   _____

   _____

5. Does your business have more than one office in the State of Texas? ☐ Yes ☐ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: Stephanie Ruder Date: 10/27/21

Printed Name and Title: Project Manager, Stephanie Ruder

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE 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 endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement c this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 4800 E University Blvd Suite B Odessa TX 79762	CONTACT NAME: Kathy Horton PHONE (A/C, No, Ext): 432-368-7676 FAX (A/C, No): 432-368-7505 E-MAIL ADDRESS: khorton@higginbotham.net
INSURED JDKIN CD King Construction, LLC, DBA: JD King Kings Royal Rental & Supply LLC; P.O. Box 1254 Seminole TX 79360	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Berkley National Insurance Company — 3891 INSURER B: Texas Mutual Insurance Company — 2294 INSURER C: Argonaut Insurance Company — 1980 INSURER D: Nautilus Insurance Company — 1737(INSURER E: Berkley Regional Insurance Company — 2958(INSURER F: RLI Insurance Company — 1305(

COVERAGES **CERTIFICATE NUMBER:** 192130384 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM 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			EGL001278315	6/1/2020	6/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Sudd & Acc Poll						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							S&A Pollution	$ 1,000,000
E	AUTOMOBILE LIABILITY			ECA312474915	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X MCS90; X CA9948							$
A	X UMBRELLA LIAB X OCCUR			EUL001278415	6/1/2020	6/1/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001288315 WC928638623534	6/1/2020 6/1/2020	6/1/2021 6/1/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D F	Pollution Liability Leased/Rented Equipment			CPL202915311 ILM0709479	6/1/2020 6/1/2020	6/1/2021 6/1/2021	See Below See Below	See Below See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Automobile Liability and Contractors Pollution policies include a blanket automatic additional insured provision that provides additional insured status (including Ongoing and Completed Operations in the General Liability Policy) and General Liability, Automobile Liability, Contractors Pollution Liability and Workers' Compensation policy includes a blanket waiver of subrogation provision to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto Liability, Contractors Pollution Liability & Umbrella Liability policies have a blanket Primary & Non Contributory provision that affor that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TECHNICAL SPECIFICATIONS

FOR: N. "A" Street Paving Bond Project

All construction for this project must conform to the City of Midland "STANDARD SPECIFICATIONS" issued by the Engineering Services Department which are herein made a part of these specifications by reference.

The bidder/contractor is to pay particular attention to the following items in the "STANDARD SPECIFICATIONS" for this project.

1) Preparation of Right of Way
2) Excavation, Embankment and Preparation of Subgrade
3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
4) Concrete Structures
5) Flexible Base, Caliche
6) Bituminous Prime
7) Bituminous Tack
8) Hot Mix Asphaltic Concrete
9) Double Course Asphalt Surface Treatment
10) Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat
11) Seal Coat
12) Asphalt –Rubber Seal Coat
13) Polymer Modified Slurry
14) PVC Pipe Casings
15) Water Line Specifications
16) Gravity Flow Sewers for Waste Water and Storm Water

The "STANDARD SPECIFICATIONS" are available from the Department of Engineering Services, City Hall, 300 North Loraine Street, Suite 510, Midland, Texas.

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) "Contract" or "This Contract" or "Agreement": The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) "Owner", "City", or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) "Engineer": The word "Engineer" used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

The City may make periodic payments to Contractor; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Contractor and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

11. SUSPENSION OF WORK

Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

12. RIGHT OF OWNER TO TERMINATE CONTRACT

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable therefore.

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to make payment to the Contractor within thirty (30) days after such payment is due, as set out in the Contract, then the Contractor may, upon seven (7) days written notice to the City and the Engineer, stop work or terminate his Contract and recover from the City payment for all work executed and for any loss sustained upon any plant or materials and reasonable profit and damages.

14. INCIDENTAL WORK

Any and all minor details of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

15. PERMITS – COMPLIANCE WITH LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

Portions of this contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall obtain a sales tax exemption certificate from the City. All labor performed on the project and all materials incorporated into the project qualify for such tax exemption. However, equipment and parts for equipment purchased to be used on the project, but are not incorporated into the project; do not qualify for said tax exemption. Contractor shall issue a resale certificate in lieu of paying such sales tax for all

materials incorporated into the project. Further Contractor shall separate the charges for materials incorporated into the project from the charges for labor.

16. INSPECTION BY OWNER

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary

construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before

scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and bench marks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

Contractor shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):		
	— Personal Injury:	$1,000,000.00 per person
		$1,000,000.00 per occurrence
	— Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:		$250,000.00 combined single limit -
		Personal Injury and Property Damage
Workers' Compensation:		Statutory limits
Employers' Liability:		$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the

work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Contractor's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Contractor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

34. INDEMNIFICATION

INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS

CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE OWNER, THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

35. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES OWNER, OWNER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR OWNER'S NEGLIGENCE.

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

In the event Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Contractor and Contractor's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that Contractor shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Contractor only those monies deemed appropriate by the City, in its sole discretion, to compensate Contractor for any work actually performed, less any liquidated damages Contractor owes the City.

The said amount is fixed and agreed upon by and between Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Contractor shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Contractor is without fault and Contractor's reasons for the time extension are acceptable to the City. Provided, further, that Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that Contractor shall, within ten (10) calendar days from the beginning of such delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Contractor within a reasonable time of its decision in the matter.

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

CONTRACTOR SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. CONTRACTOR'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner's representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

58. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

The City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Contractor or his legal representative, shall give the City Manager or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Contractor's failure to comply with the requirements herein shall perpetually bar Contractor's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Agreement are reasonable.

62. ASSIGNMENT

Contractor shall not, either directly or indirectly, assign all or any part of this contract or any interest, right or privilege herein, without the prior written consent of the owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of the owner.

63. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

65. OTHER FEDERAL REQUIREMENTS

Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Updated July 2021

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be **_N. "A" Street Paving Bond Project_** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include removal, replacement, and installation of existing and proposed paving and sidewalk infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embankment, backfill, compaction, form work, pavement placement, sidewalk placement, joint sealing, as well as erosion control, traffic control, stabilization, utility cover adjustments, 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.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work.

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 properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

11. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

14. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

17. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement – 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 for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

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 _240_____ 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, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

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: N. "A" Street Paving Bond Project

Project Number: BP20-02

Miscellaneous Items

Item No.	Quantity	Description	Unit Price	Total Amount
1)	8 MO	Mobilization, furnished, installed, complete and in place, for the sum of: Thirteen Thousand four hundred seventy seven dollars and Ninety cents per month. (Pay Note M1)	$ 13,477.90	$ 107,823.20
2)	8 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: Three Thousand sixty four dollars and Seventy Six cents per month. (Pay Note M2)	$ 3,064.76	$ 24,518.08
3)	8 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: Six Thousand Three hundred thirty nine dollars and Ninety Eight cents per month. (Pay Note M3)	$ 6,339.98	$ 50,719.84
4)	8 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: One Thousand one hundred forty six dollars and Seven cents per month. (Pay Note M4)	$ 1,146.07	$ 9,168.56
Total Miscellaneous Items 1-4			$ 192,229.68	

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	29,390 SY	Unclassified Roadway Excavation (Depth ≤ 12"), complete and in place, for the sum of: two dollars and Three cents per square yard. (Pay Note D1)	$ 2.03	$ 59,661.70
2)	30,962 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: Two dollars and Ninety cents per square yard. (Pay Note D2)	$ 2.90	$ 89,789.80
3)	1,572 SY	2" Milling Unclassified Asphalt Pavement, complete and in place, for the sum of: Four dollars and Seventeen cents per square yard. (Pay Note D3)	$ 4.17	$ 6,555.24
4)	1,295 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Twenty Four dollars and Ninety cents per linear foot. (Pay Note D4)	$ 24.90	$ 32,245.50
5)	64 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: Forty dollars and Ninety Six cents per square yard. (Pay Note D5)	$ 40.96	$ 2,621.44
Total Demolition Items 1-5		$ 190,873.68		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	29,555 SY	Subgrade Preparation (Depth ≤ 8"), furnished, installed, complete and in place, for the sum of: Two dollars and Twenty Three cents per square yard. (Pay Note P1)	$ 2.23	$ 65,907.65
2)	1,020 SY	Continuously Reinforcement, furnished, installed, complete and in place, for the sum of: Thirty dollars and Thirty Seven cents per square yard. (Pay Note P2)	$ 30.37	$ 30,977.40
3)	21,829 SY	8" Jointed Concrete Pavement, furnished, installed, complete and in place, for the sum of: Ninety Two dollars and One cents per square yard. (Pay Note P3)	$ 92.01	$ 2,008,486.29
4)	897 TON	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: One Hundred Seven dollars and Eighty Five cents per ton. (Pay Note P4)	$ 107.85	$ 96,741.45
5)	1,080 TON	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: One Hundred Nine dollars and Fifty Four cents per ton. (Pay Note P5)	$ 109.54	$ 118,303.20
6)	209 SY	Concrete-Asphalt Pavement Transition Sleeper Slab, furnished, installed, complete and in place, for the sum of: One Hundred dollars and Eighty Three cents per square yard. (Pay Note P6)	$ 100.83	$ 21,073.47
7)	6,607 SY	8" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Nine dollars and Twenty Eight cents per square yard. (Pay Note P7)	$ 9.28	$ 61,312.96

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1,630 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Two dollars and Fifty cents per gallon. (Pay Note P8)	$ 2.50	$ 4075.00
9)	1,630 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: Two dollars and Fifty Three cents per gallon. (Pay Note P9)	$ 2.53	$ 4,123.90
10)	538 SY	8" Concrete Fillet/Valley Gutter furnished, installed, complete and in place, for the sum of: One Hundred Nine dollars and Ninety Three cents per square yard. (Pay Note P10)	$ 109.93	$ 59,142.34
11)	141 SY	8" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: Ninety Two dollars and forty six cents per square yard. (Pay Note P11)	$ 92.46	$ 13,036.86
12)	41 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Forty One dollars and Six cents per linear foot. (Pay Note P12)	$ 41.06	$ 1,683.46
13)	551 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Forty One dollars and Six cents per linear foot. (Pay Note P13)	$ 41.06	$ 22,624.06
14)	214 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: One Hundred dollars and Two cents per square yard. (Pay Note P14)	$ 100.02	$ 21,404.28

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	319 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: Fifty Six dollars and Two cents per square yard. (Pay Note P15)	$ 56.02	$ 17,870.38
16)	116 LF	2.5' Concrete Retaining Wall, complete and in place, for the sum of: Fifty Four dollars and Eight cents per linear foot. (Pay Note P16)	$54.08	$6,273.28
17)	20 EA	Storm Drain Inlet Adjustment, furnished, installed, complete and in place, for the sum of: One Thousand Five Hundred two dollars and Sixty Two cents per each. (Pay Note P17)	$ 1,502.62	$ 30,052.40
18)	12 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One Thousand four hundred one dollars and Ninety Nine cents per each. (Pay Note P18)	$ 1,401.99	$ 16,823.88
19)	7 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One Thousand seven hundred forty seven dollars and Fourteen cents per each. (Pay Note P19)	$ 1,747.14	$ 12,229.98
20)	1 EA	Electrical Box Adjustment/Relocation, furnished, installed, complete and in place, for the sum of: Two Thousand seven hundred sixty three dollars and Forty Six cents per each. (Pay Note P20)	$ 2,763.46	$ 2,763.43
Total Paving Items 1-20		$ 2,614,905.70		

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	7,388 LF	Retroreflectorized Pavement Markings (White, 4") (TxDOT Item 666, Type I), furnished, installed, complete and in place, for the sum of: One dollars and Sixty Three cents per linear foot. (Pay Note T1)	$ 1.63	$ 12,042.44
2)	425 LF	Retroreflectorized Pavement Markings (White, Dashed, 4") (TxDOT Item 666, Type I), furnished, installed, complete and in place, for the sum of: One dollars and Seventy Two cents per linear foot. (Pay Note T2)	$ 1.72	$ 731.00
3)	360 LF	Retroreflectorized Pavement Markings (White, Cross Walk, 18") (TxDOT Item 666, Type I), furnished, installed, complete and in place, for the sum of: Six dollars and Seventy Six cents per linear foot. (Pay Note T3)	$ 6.76	$ 2,433.60
4)	238 LF	Retroreflectorized Pavement Markings (White, Stop Bar, 24") (TxDOT Item 666, Type I), furnished, installed, complete and in place, for the sum of: Eight dollars and Twenty Nine cents per linear foot. (Pay Note T4)	$ 8.29	$ 1,973.02
5)	7,553 LF	Retroreflectorized Pavement Markings (Yellow, 4") (TxDOT Item 666, Type I), furnished, installed, complete and in place, for the sum of: One dollars and Sixty Three cents per linear foot. (Pay Note T5)	$ 1.63	$ 12,311.39
6)	2.0 EA	Prefabricated Pavement Markings (White, Pavement Letter - ONLY) (TxDOT Item 668), furnished, installed, complete and in place, for the sum of: Three Hundred Eighty Two dollars and Sixty Six cents per each. (Pay Note T6)	$ 382.66	$ 765.32

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	7 EA	Prefabricated Pavement Markings (White, Arrow Symbol) (TxDOT Item 668), furnished, installed, complete and in place, for the sum of: Three Hundred Eighteen dollars and Eighty Eight cents per each. (Pay Note T7)	$ 318.88	$ 2,232.16
8)	30 EA	Prefabricated Pavement Markings (White, Bike Lane Symbol) (TxDOT Item 668), furnished, installed, complete and in place, for the sum of: Three Hundred Eighteen dollars and Eighty Eight cents per each. (Pay Note T8)	$ 318.88	$ 9,566.40
Total Traffic Items 1-8			$ 42,055.33	

Price For:	
1. Miscellaneous Items	$ 192,229.68
2. Demolition Items	$ 190,873.68
5. Paving Items	$ 2,614,905.70
6. Traffic Items	$ 42,055.33
Total Bid Amount	$ 3,040,064.39

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

Three Million Forty Thousand Sixty Four dollars

and Thirty Nine 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 240 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

One Hundred Fifty Two Thousand Three dollars

and Twenty Two cents total. ($ 152,003.22)

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.

CD King Construction, LLC dba JD King Corporation
Name of Contractor

Submitted By: Stephanie Ruder, Project Manager/Estimator
Print Name and Title

Signature

PO Box 1254
Mailing Address

Seminole	TX	76360
City	State	Zip

PAY NOTES

N. "A" Street Paving Bond Project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
Demolition Items		
1	Unclassified Roadway Excavation (Depth ≤ 12")	D1
2	Removal & Disposal of Existing Unclassified Pavement	D2
3	2" Milling Unclassified Asphalt Pavement	D3
4	Removal & Disposal of Existing Concrete Curb & Gutter	D4
5	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D5
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	Continuously Reinforcement	P2
3	8" Jointed Concrete Pavement	P3
4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P4
5	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P5
6	Concrete-Asphalt Pavement Transition Sleeper Slab	P6
7	8" Flexible Base (Type A, Grade 4)	P7
8	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P8
9	Tack Coat (MC-30, 0.10 Gal / SY)	P9
10	8" Concrete Fillet & Valley Gutter	P10
11	8" Concrete Alley Approach	P11
12	Type A Concrete Curb & Gutter	P12
13	Type C Concrete Curb & Gutter	P13
14	Concrete Pedestrian Access Ramp	P14
15	4" Concrete Sidewalk	P15
16	2.5' Concrete Retaining Wall	P16
17	Storm Drain Inlet Adjustment	P17
18	Manhole Ring & Cover Adjustment	P18
19	Water Valve Box Ring & Cover Adjustment	P19
20	Electrical Box Adjustment/Relocation	P20
Traffic Items		
1	Retroreflectorized Pavement Markings (White, Solid, 4")	T1
2	Retroreflectorized Pavement Markings (White, Dashed, 4")	T2
3	Retroreflectorized Pavement Markings (White, Cross Walk, 18")	T3
4	Retroreflectorized Pavement Markings (White, Stop Bar, 24")	T4
5	Retroreflectorized Pavement Markings (Yellow, Solid, 4")	T5
6	Prefabricated Pavement Markings (White, Arrow Symbol)	T6
7	Prefabricated Pavement Markings (White, Bike Lane Symbol)	T7
8	Prefabricated Pavement Markings (White, Pavement Letter)	T8

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.

D1 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. Measurment and payment to be per square yard measured along the ground surface.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D3 Includes the necessary equipment, labor, materials, and incidentals for Milling Unclassified Asphalt Pavement per the construction drawings and City of Midland standards and specifications, including all appurtenances. Pavement material is to be removed in its entirety at the indicated depth. No additional compensation will be made for increased pavement depth removal. Pavement edges are to be clean, straight, and clearly defined edges free of breaks. Measurement and payment to be made per square yard measured along the ground surface.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the back of curb.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation 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.

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Continuously Reinforcement per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P3 Includes the necessary equipment, labor, materials, and incidentals for placement of Jointed Concrete Pavement per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P4 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.

P5 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 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.

P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete-Asphalt Pavement Transition Sleeper Slab per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P7 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P9 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet & Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Alley Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the alley approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Type A Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Type C Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P14 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P15 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P16 Includes the necessary equipment, labor, materials, and incidentals to install a Concrete Retaining Wall per the construction drawings and City of Midland standards and specifications, including all excavation, backfill, reinforcement, placement, compaction, sealant, and appurtenances. Measurement and payment to be made per each linear foot measured along the ground surface following the wall centerline through all columns, structures, and appurtenances.

P17 Includes the necessary equipment, labor, materials, and incidentals for Storm Drain Inlet Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P18 Includes the necessary equipment, labor, materials, and incidentals for Manhole Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P19 Includes the necessary equipment, labor, materials, and incidentals for Water Valve Box Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P20 Includes the necessary equipment, labor, materials, and incidentals for Electrical Box & Cover Adjustment/Relocation per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each adjustment made.

T1 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings (White, Solid, 4") per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings (White, Dashed, 4") per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings (White, Cross Walk, 18") per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings (White, Stop Bar, 24") per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T5 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings (Yellow, Solid, 4") per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T6 Includes the necessary equipment, labor, materials, and incidentals for the placement of Prefabricated Pavement Markings (White, Letter, ONLY)per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marking placed.

T7 Includes the necessary equipment, labor, materials, and incidentals for the placement of Prefabricated Pavement Markings (White, Arrow Symbol)per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marking placed.

T8 Includes the necessary equipment, labor, materials, and incidentals for the placement of Prefabricated Pavement Markings (White, Bike Lane Symbol)per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marking placed.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT CD King Construction, LLC dba JD King (Hereinafter called the Principal), as Principal, and Merchants National Bonding, Inc. (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent of the Greatest Amount Bid Dollars ($ 5% G.A.B) 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 N. "A" Street Paving Bond Project.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREE that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damage.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 27th day of October, 20 21.

CD King Construction, LLC dba JD King
Principal

By _____

Address P.O. Box 1254

Seminole, TX 79360

Merchants National Bonding, Inc.
Surety

By _____
Payton Blanchard, Attorney-in-Fact

Address P.O. Box 14498

Des Moines, IA 50306

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised October 2021

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Allison C Lueck; Cadda E Eary; Donna Martinez; Gwendolyn Johnston; H E Wilkins; James R Reid; Jessica Turner; Kay Blair; Lindsay Senior Gingras; Marie Reyna; Minnie Ortiz; Payton Blanchard; Ralph E French; Sandra Fuller; Shane Smith; Shawn Blacklock; Sherri Collins; Tina LaValley; William Blanchard; William Mitchell Jennings

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of September , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 23rd day of September 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of October 2021.

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 17th day of November, 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 CD King Construction, LLC dba JD King of the City Seminole, County of Gaines, 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: N. "A" Street Paving Bond Project 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 240 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $3,040,064.39.

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 __ personally appeared _____, an officer of CD King Construction, LLC dba JD King, 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 October 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 N. "A" Street Paving Bond Project , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for N. "A" Street Paving Bond Project, 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 §

____N. "A" Street Paving Bond Project_____

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 October 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^{o} F or lower. Concrete may be placed when the ground temperature is rising from 35^{o} 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.

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS....1

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP....1

1. GENERAL....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^{o} F Minimum
Initial Boiling Point (ASTM D-86)	340^{o} F Minimum
Dry Point (ASTM D-86)	390^{o} - 415^{o} 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^{o} and 400^{o} 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^{o} 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.

08/07

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^{o} 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^{o} 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.

08/07

ADDENDUM #01
Project Number BP20-02

TO ALL BIDDERS ON THE SUBJECT BID: N. "A" Street Paving Bond Project

ADDENDUM #01

DATE: October 22, 2021

1. Q/A and Clarification
2. Revised Construction Drawing Set
3. Type C Invert Curb and Gutter
4. Concrete Retaining Short Wall Details
5. Revised Proposal
6. Revised Pay Notes
7. Pre-Bid Agenda
8. Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

CD King Construction dba JD King
Company Name

Bidder Authorized Signature

10/27/21
Date

Stephanie Ruder
Please Print Above Name

432-209-6777
Phone

N. "A" Street Paving Bond Project
Project Number BP20-02

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: The repaving of the intersection at "A" Street and Scharbauer Drive is expected to be handled under a different project prior to this project taking place. Revised quantities and project limit markups for this change will be included in the addendum provided this Friday, October 22, 2021.

Clarification: Any and all information, answers, responses, etc. provided in this Addendum 01 supersede any information, answers, responses, etc. previously provided in the pre-bid meeting or the pre-bid meeting agenda in the event that the Addendum 01 information does not match the information previously given. See the Bid Packet's Special Provisions, 3. ORDER OF PRECEDENCE section for additional information regarding order of precedence between bid documents.

Clarification: The Construction Drawing Set sheets 02, 08, 13, 24, 25, 32, and 44 – 49 have been revised to indicate the removal of the Scharbauer Drive intersection work from this project scope. Bidders are to remove all previous versions of these sheets from the Construction Drawing Set and replace them with the revised versions attached to this Addendum 01.

Clarification: Construction on this project is to proceed from south to north.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: All invoices are to be itemized and are to match the Proposal item list.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: Special consideration is to be given to the Midland County Annex building, the MARC facility, and the COM Aquatics facility for access during this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: Concrete Fiber Reinforcement is to use synthetic polyethylene macrofibers whenever fiber reinforcement is called for.

Clarification: Prime & Tack Coat use of MC-30 – Bidders are to use MC-30 during paving of this project whenever Bituminous Prime Coat or Tack Coat are called for.

Clarification: Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sand bag BMPs or similar temporary erosion protection emplacements at all times.

Clarification: Contractor is required to install and uninstall Rock Filter Dams as project proceeds from south to north. The Rock Filter Dams shown in the plans at the curb openings into Scharbauer Draw will be located directly downstream of the active work zone as construction progresses north rather than remaining at the openings to Scharbeaur Draw for the entirety of the project.

Clarification: Contractor is responsible for protecting the storm drain system from debris and sediment during construction, and will be required to remove any sediment, debris, etc. that enters the system prior to final acceptance of the project.

Clarification: All utilities will be at their ultimate depths and configurations at the time of paving, including storm drains. The Contractor is responsible for adjusting all covers to finished grade with concrete collars at the project's completion. All concrete collars are to be separated by standard concrete pavement jointing from adjacent concrete pavement, i.e. the concrete collars are not to be left monolithic with or integral with the adjacent concrete pavement.

Clarification: Plan Sheet 12 – COM Traffic Pole located on the southwest corner of the street intersection will not need to be relocated by the Contractor.

Clarification: Proposal Page 3 – Paving Item No. 2 – Continuous Reinforcement – Refer to the additional rebar, chairs and labor needed for the continuous reinforcement to noted concrete panels. Plan Sheet 15 to Plan Sheet 25 shows the special jointing details for each location.

Clarification: It is expected that the Contractor will encounter a previous form of curb and gutter other than the City of Midland standard 6 inch curb and gutter. When the older curb and gutter is encountered, the Contractor is to transition from new to old using the standard details provided in the plans.

Clarification: Contractors are to note that the removal of the paving work at the Scharbauer Drive intersection does not include the removal of the striping. The striping work at this intersection is unchanged from the original construction drawing set and still falls within the scope of this project.

Question: I didn't see a detail for the sidewalk retaining wall. Can I assume it's like a TxDOT sidewalk retaining wall?

Answer: Two City of Midland Standard Details will be provided with the Addendum No. 1. Bidders may use those details to prepare their bids.

Question: What is the thickness of the fiber board in between the existing curb and gutter and the new concrete pavement?

Answer: The fiber board thickness to be used between the existing curb and gutter and the new concrete pavement should be ½" thick.

Question: Sheet 14 has conflicting spacing for the dowels. Does it need to be 12" O.C. or 24" O.C.?

Answer: Dowels (smooth bars) are 12" spacing. Tie bars (deformed bars) are 24" spacing. The correct length for Tie bars is 42", not 24".

Question: Dowel baskets do not come with sleeves as shown in detail 3 on sheet 14. Where does this detail apply on the plans?

Answer: The Dowel Bar Joint Detail provided on Plan Sheet 14 does not apply and should not be used. Please refer to the standard details on Plan Sheet 57 for final guidance.

Question: There are conflicting dowel lengths in the jointing details on sheet 14 and sheet 57. Please confirm which detail and length for dowels is to be used for this project?

Answer: The standard details provided on Plan Sheet 14 should be used in determining dowel length. Correct tie bar length is 42". Correct dowel bar length is 18".

Question: Sheets 35 and 37 have a thickened isolation joint in the legend but the plans have arrows with expansion joints called out in those location. Please confirm which is correct?

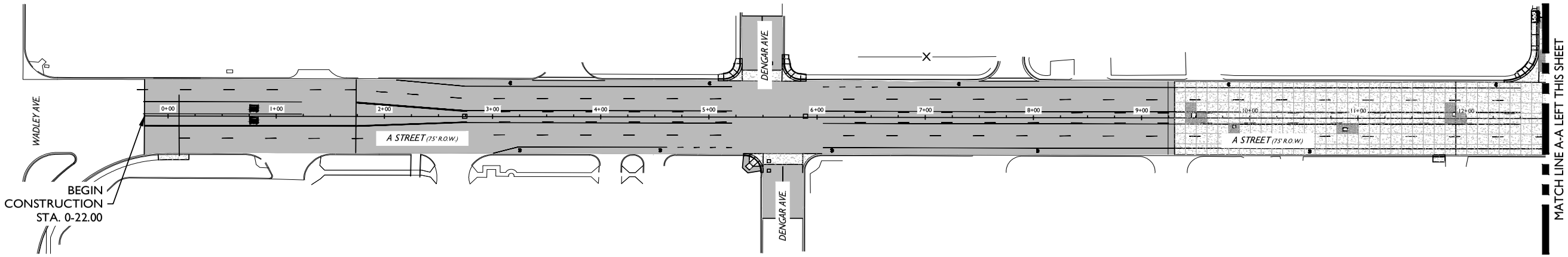
Answer: The thickened isolation joints for expansion joints were removed at an earlier date and no longer valid. Expansion Joints are correct.

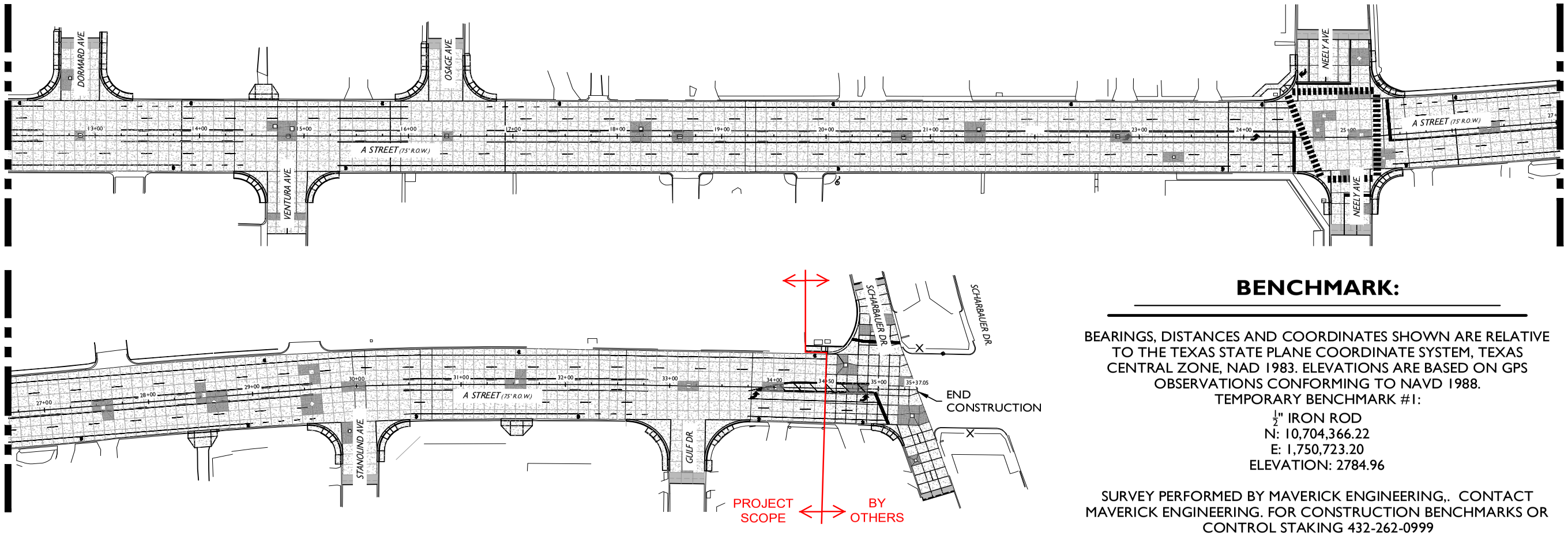
Question: Sheets 14 and 57 show conflicting saw cut sizes. Please confirm ¾" or 3/8" saw cuts for the width?

Answer: The standard details provided on Plan Sheet 57 should be used in determining jointing width.

Question: A self-leveling hot applied polyurethane sealant is called out in the plan details and special provisions. Will a self-leveling cold applied silicone sealant that is on the TxDOT Materials Producer list be allowed as an approved equal?

Answer: The standard details provided on Plan Sheet 57 should be used in determining the type of joint sealant. All joint sealant to be TxDOT DMS-6310 SL-2 or approved equal.





BENCHMARK:

BEARINGS, DISTANCES AND COORDINATES SHOWN ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 1983. ELEVATIONS ARE BASED ON GPS OBSERVATIONS CONFORMING TO NAVD 1988.
TEMPORARY BENCHMARK #1:
½" IRON ROD
N: 10,704,366.22
E: 1,750,723.20
ELEVATION: 2784.96

SURVEY PERFORMED BY MAVERICK ENGINEERING,. CONTACT MAVERICK ENGINEERING. FOR CONSTRUCTION BENCHMARKS OR CONTROL STAKING 432-262-0999

0' 100' 200'
SCALE 1" = 100'

CITY OF MIDLAND APPROVED 10/05/2021 ENGINEERING

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/01/2021

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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

MIDLAND Engineering Services

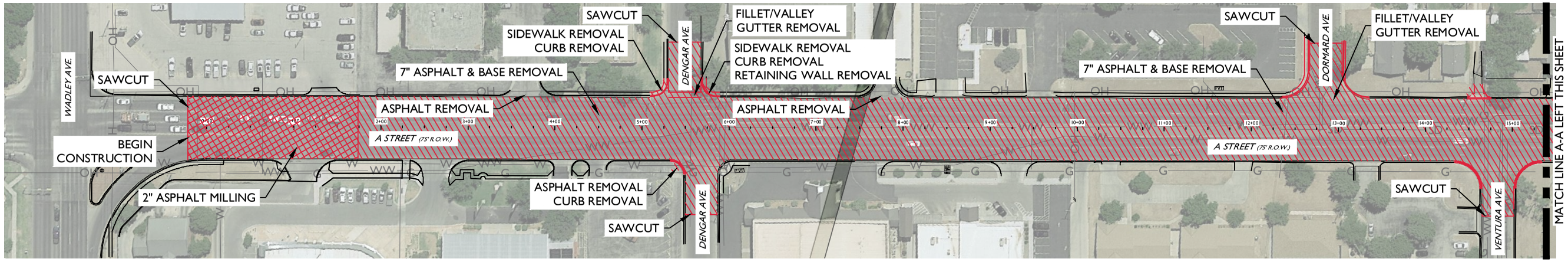
MASTER LAYOUT SITE MAP
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

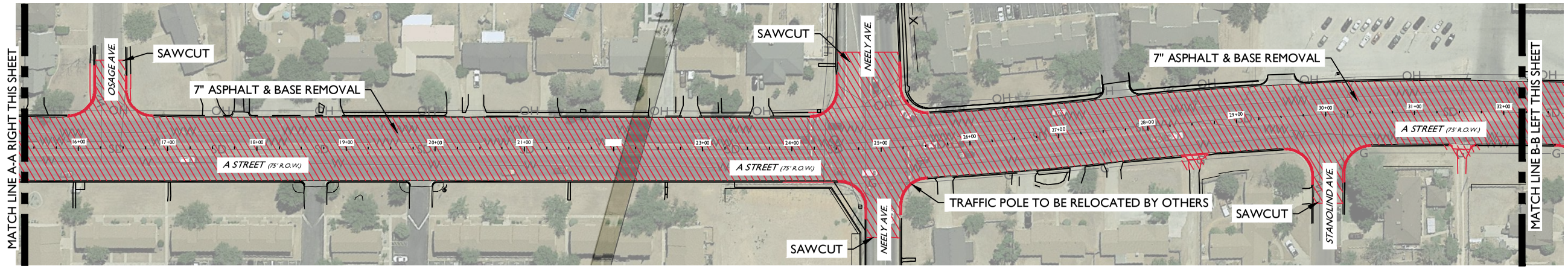
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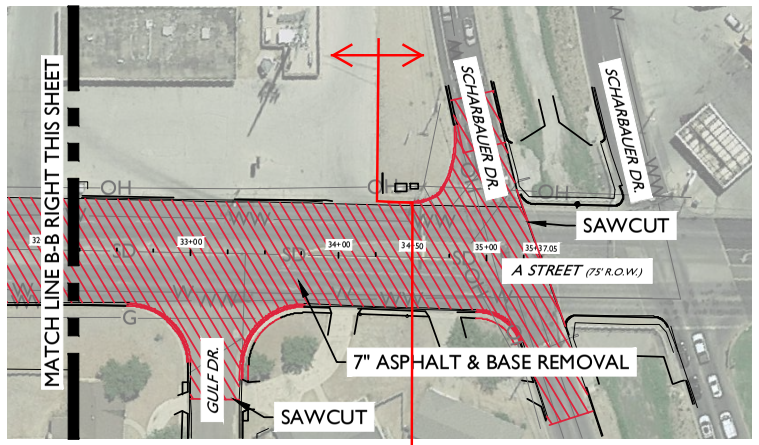
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PACKET
12.167
November 16, 2021







DEMO NOTES:

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.

ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.

NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR MREOVAL 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.

CONTRACTOR IS TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL

EXISTING CONDITIONS:

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, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS).CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

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.

ALL EXISTING TREES ARE TO REMAIN AND ARE TO BE UNDISTURBED DURING CONSTRUCTION ACTIVITY. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ISSUES OR CONFLICTS WITH EXISTING TREES AND WAIT FOR DIRECTION FROM ENGINEER PRIOR TO PERFORMING ANY ACTIVITY THAT MIGHT HARD A TREE.

0' 120' 240'

SCALE 1" = 120'

CITY OF MIDLAND APPROVED ENGINEER 10/05/2021

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/01/2021

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JOB: 200092

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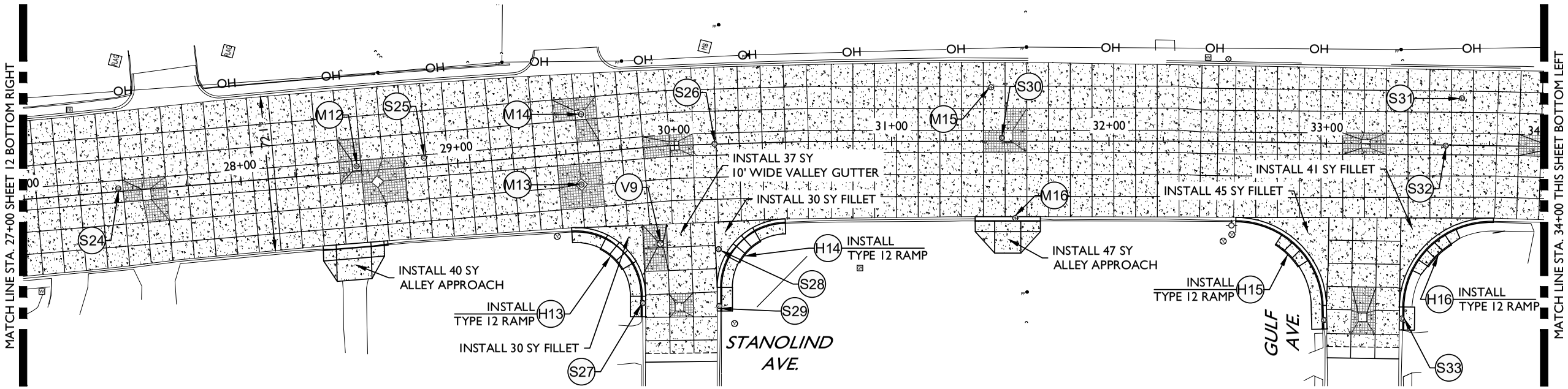
DEMO LAYOUT
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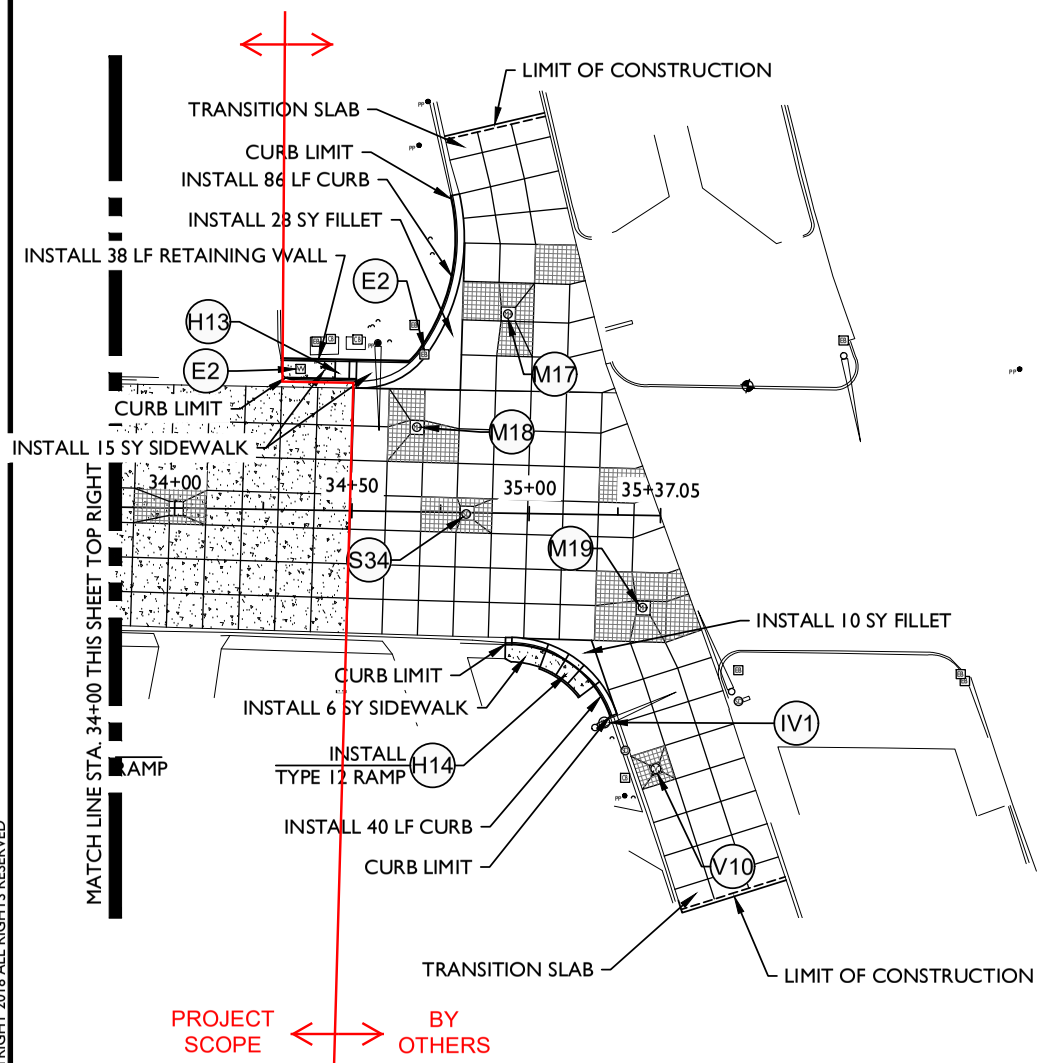
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PACKET
12.168
November 16, 2021





LEGEND

- DENOTES EXISTING FIRE HYDRANT
- SD DENOTES EXISTING STORM DRAIN
- PP DENOTES EXISITNG POWER POLE
- MH DENOTES EXISTING SEWER MANHOLE
- WM DENOTES EXISTING WATER METER
- V DENOTES EXISTING WATER VALVE
- SI DENOTES EXISTING SIGN
- S DENOTES STOP SIGN
- GM DENOTES EXISTING GAS METER
- FLAG DENOTES EXISTING FLAG
- EB DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- MB DENOTES EXISTING MAIL BOX
- IV DENOTES EXISTING IRRIGATION VALVE
- CB DENOTES EXISTING CABLE BOX
- TP DENOTES EXISTING TELEPHONE PEDESTAL
- C DENOTES EXISTING CABLE PEDESTAL
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING TRAFFIC POLE

- ADA RAMP
- V1 SEE WATER VALVE COORDINATION TABLE. SHEET 29.
- W1 SEE WATER METER COORDINATION TABLE. SHEET 29. WATER METER TO BE MOVED OUT OF CONFLICT AREAS OR REPLACED PER CITY OF MIDLAND DETAILS. CONTRACTOR TO COORDINATE WITH THE CITY OF MIDLAND FOR LOCATIONS.
- M1 SEE MANHOLE COORDINATION TABLE. SHEET 29.
- P1 SEE POWER POLE COORDINATION TABLE. SHEET 29.
- FH1 SEE FIRE HYDRANT COORDINATION TABLE. SHEET 29.
- H1 SEE HANDICAP RAMP COORDINATION SHEET 30
- S1 SEE HANDICAP RAMP COORDINATION SHEET 30
- G1 SEE GAS RISER COORDINATION SHEET 30

CITY OF MIDLAND APPROVED ENGINEER 10/05/2021

0' 50' 100' 150'

SCALE 1" = 50'

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

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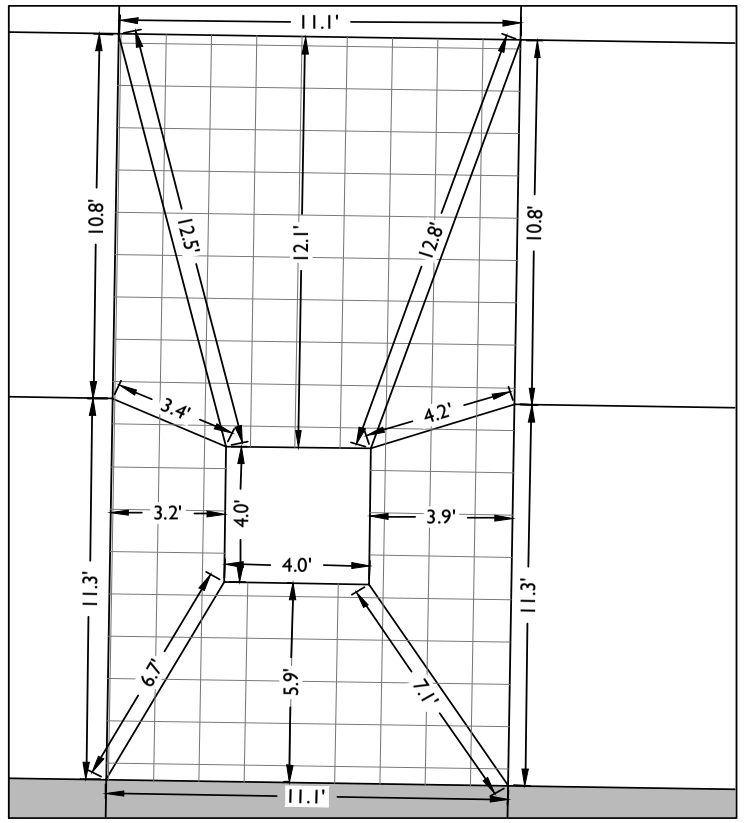
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A STREET PLAN
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MIDLAND, TEXAS

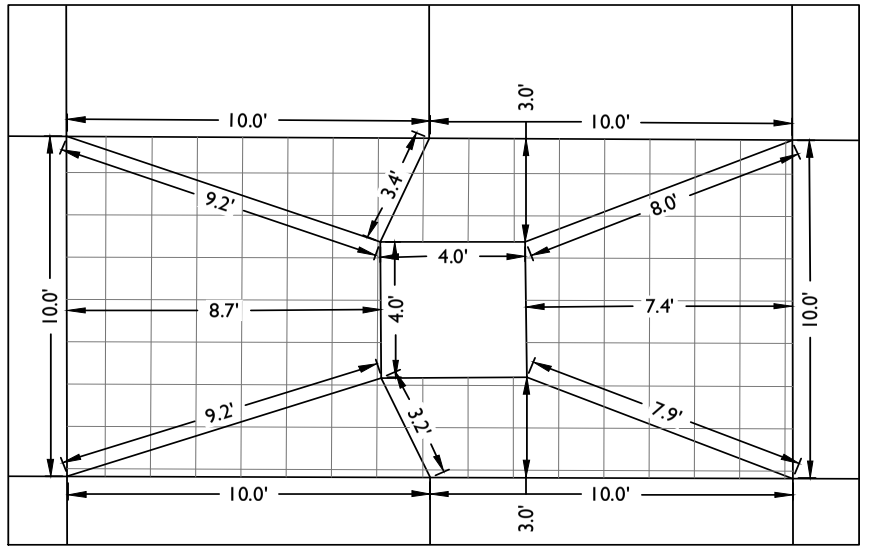
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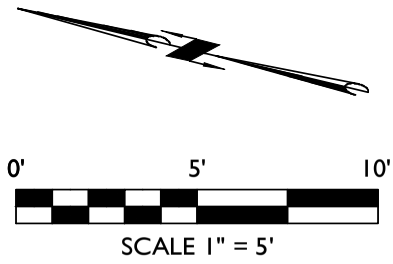
PACKET
12.169
November 16, 2021



1 SPECIAL JOINTING STA:33+17.91
1"=5', VERIFY VS. BARSCALE



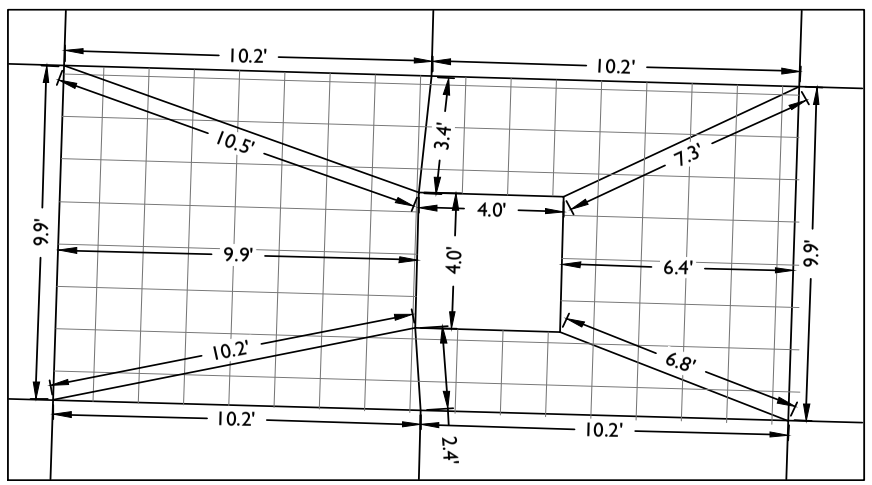
2 SPECIAL JOINTING STA:33+18.16
1"=5', VERIFY VS. BARSCALE



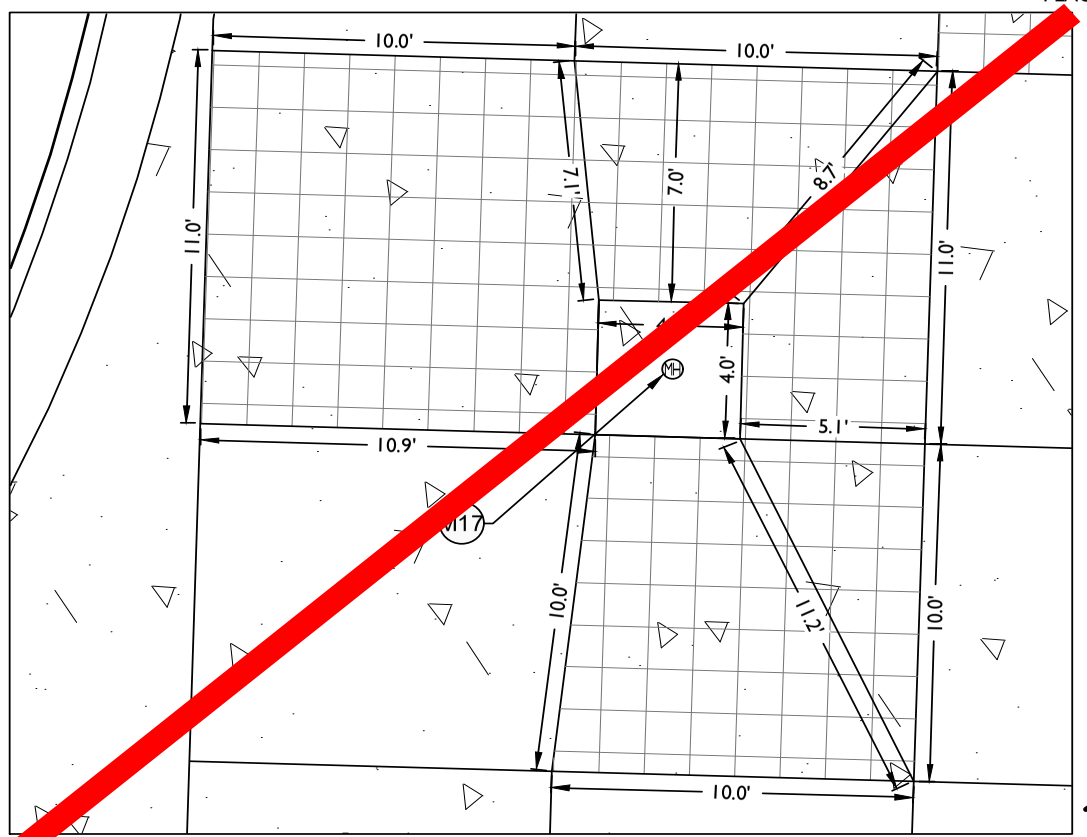
SCALE 1" = 5'

REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.



3 SPECIAL JOINTING STA:34+00.00
1"=5', VERIFY VS. BARSCALE



4 SPECIAL JOINTING STA:34+93.12
1"=5', VERIFY VS. BARSCALE

BY OTHERS

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STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER

10/01/2021

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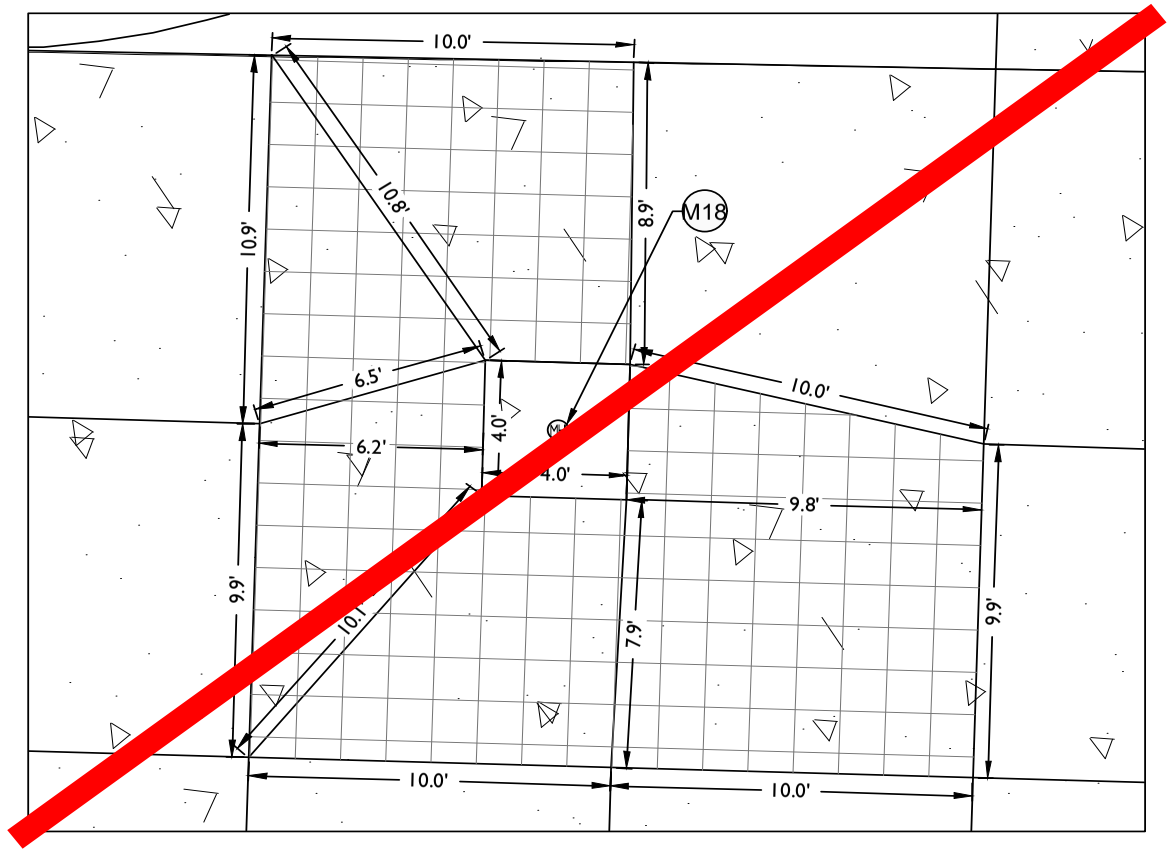
JOINTING PLAN DETAILS
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24

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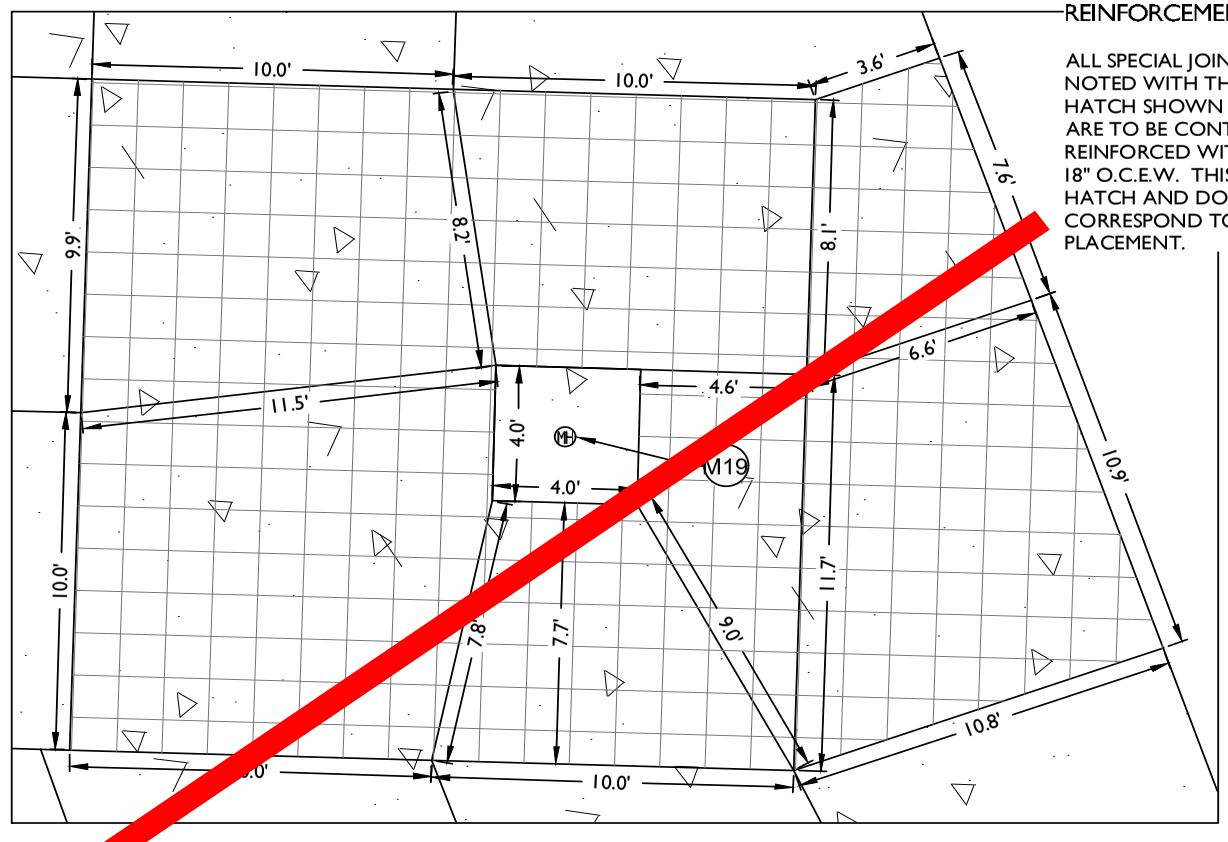
PACKET
12.170
November 16, 2021



2 SPECIAL JOINTING STA:34+67.94

1"=5', VERIFY VS. BARSCALE

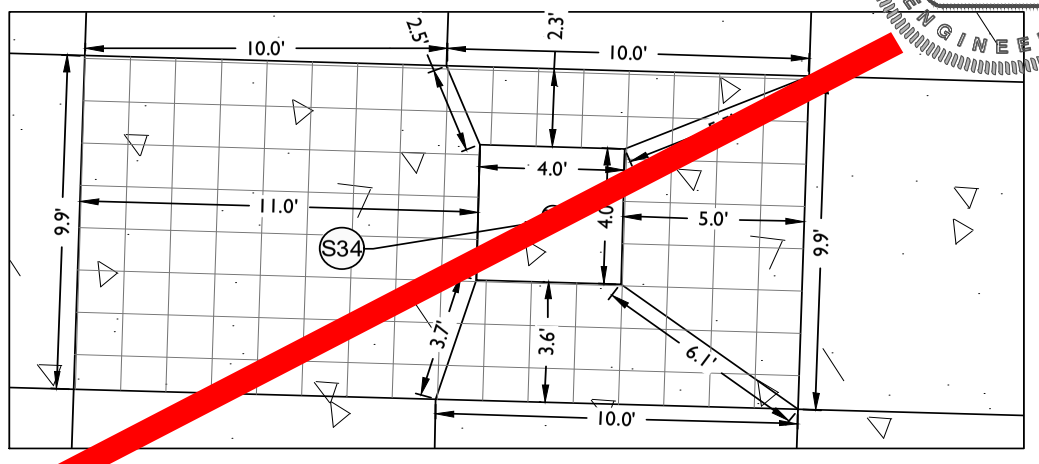
BY OTHERS



2 SPECIAL JOINTING STA:35+32.47

1"=5', VERIFY VS. BARSCALE

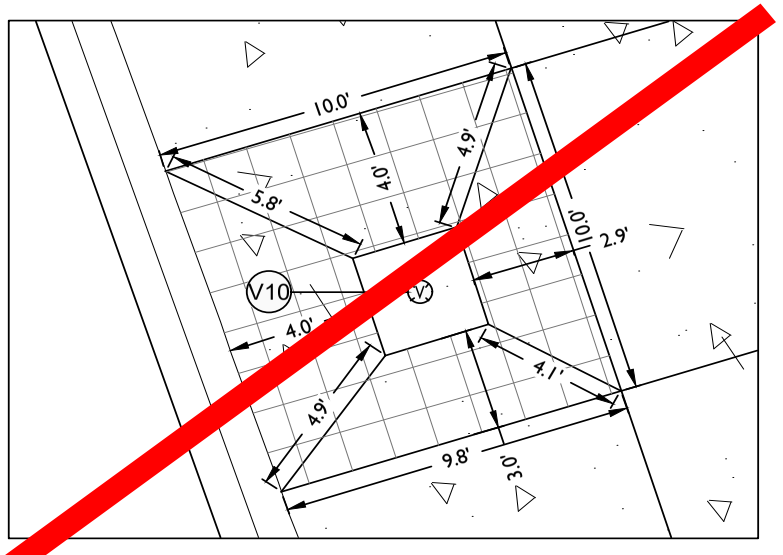
BY OTHERS



2 SPECIAL JOINTING STA:34+82.31

1"=5', VERIFY VS. BARSCALE

BY OTHERS



2 SPECIAL JOINTING STA:35+37.05

1"=5', VERIFY VS. BARSCALE

BY OTHERS

REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.

0' 5' 10'

SCALE 1" = 5'

CITY OF MIDLAND APPROVED 10/05/2021 ENGINEERING

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/01/2021

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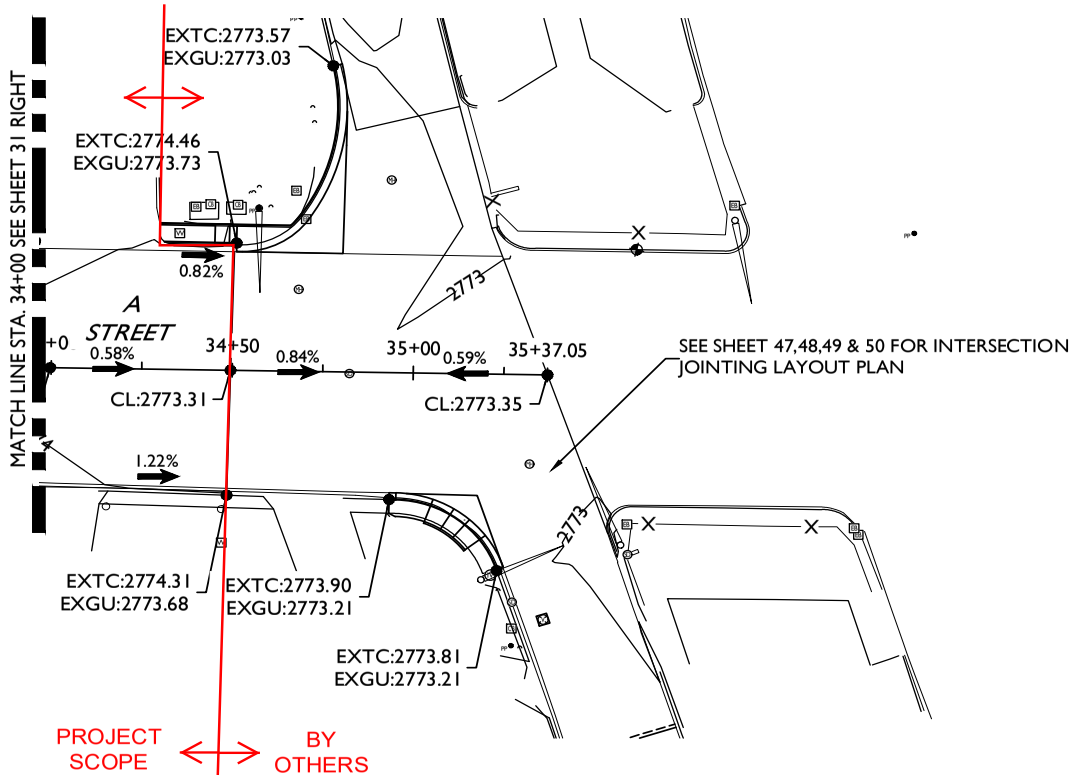
JOINTING PLAN DETAILS
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MIDLAND, TEXAS

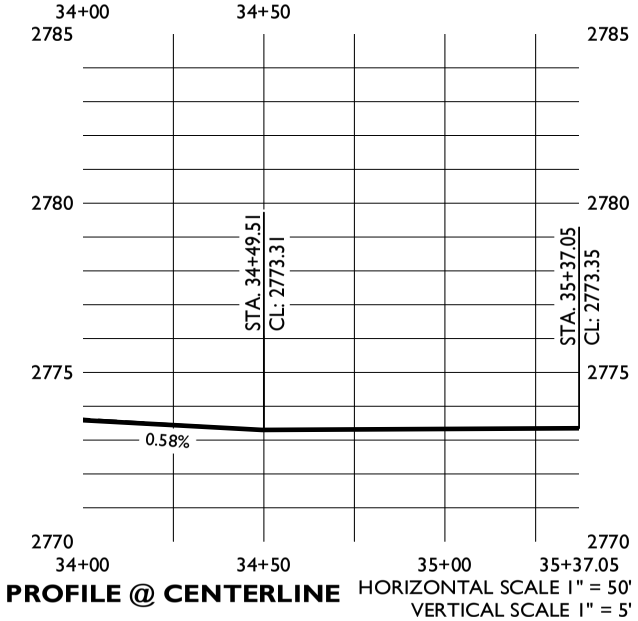
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PACKET
12.171
November 16, 2021





PROFILE @ CENTERLINE HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



SCALE 1" = 50'

LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

NOTE: SEE SHEETS 34 & 35 FOR DETAILED GRADING AND JOINTING AT INTERSECTION WITH SCHARBAUER DR.

CITY OF MIDLAND
APPROVED
10/05/2021
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

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JOB: 200092

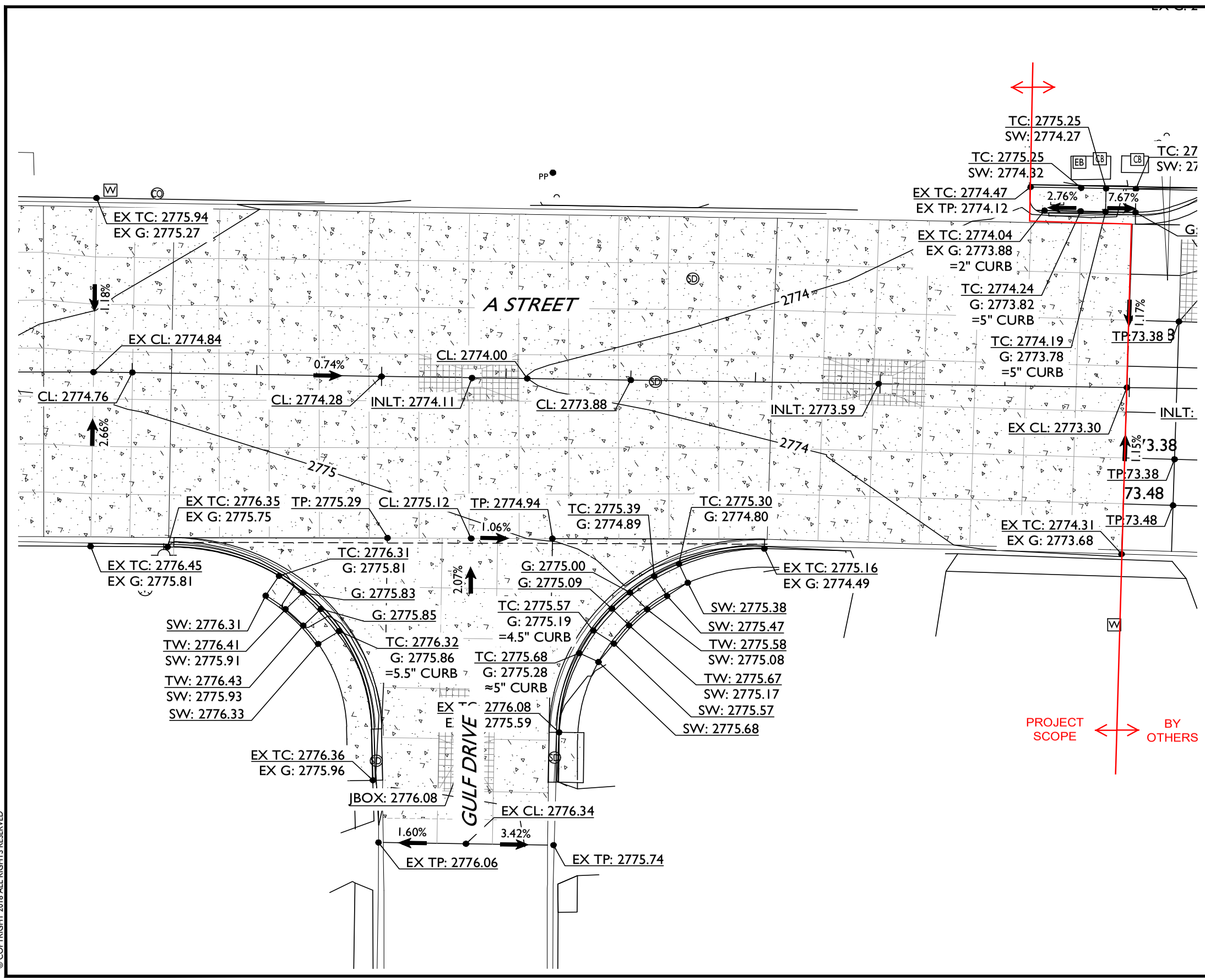
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A STREET PLAN AND PROFILE
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32

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PACKET
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November 16, 2021



0' 50' 100'

SCALE 1" = 50'

LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

CITY OF MIDLAND
APPROVED
10/05/2021
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/07/2021

811 Know what's below. Call before you dig.

BY	APPR.	DATE	REVISIONS

DRAWN BY: TDE
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

MIDLAND Engineering Services

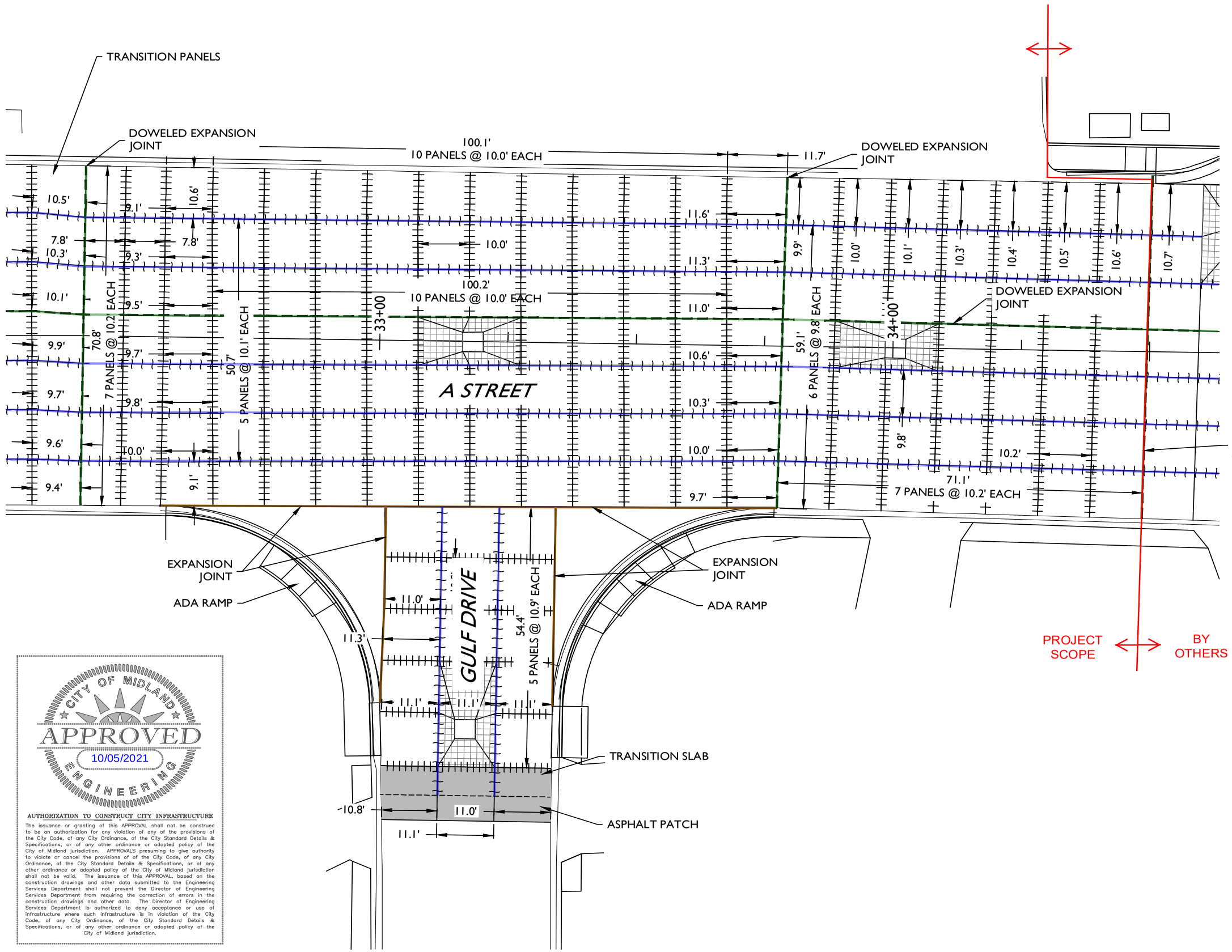
INTERSECTION GULF & A
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

44

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PACKET
12.173
November 16, 2021



0' 20' 40'

SCALE 1" = 20'

LEGEND

- EXPANSION JOINT
- DOWELED JOINT
- TIE BAR JOINT
- DOWELED EXPANSION JOINT
- CONTINUOUSLY REINFORCED

CITY OF MIDLAND
APPROVED
10/05/2021
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

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APPROVED BY: ALM
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JOB: 200092

MIDLAND Engineering Services

JOINTING GULF & A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS

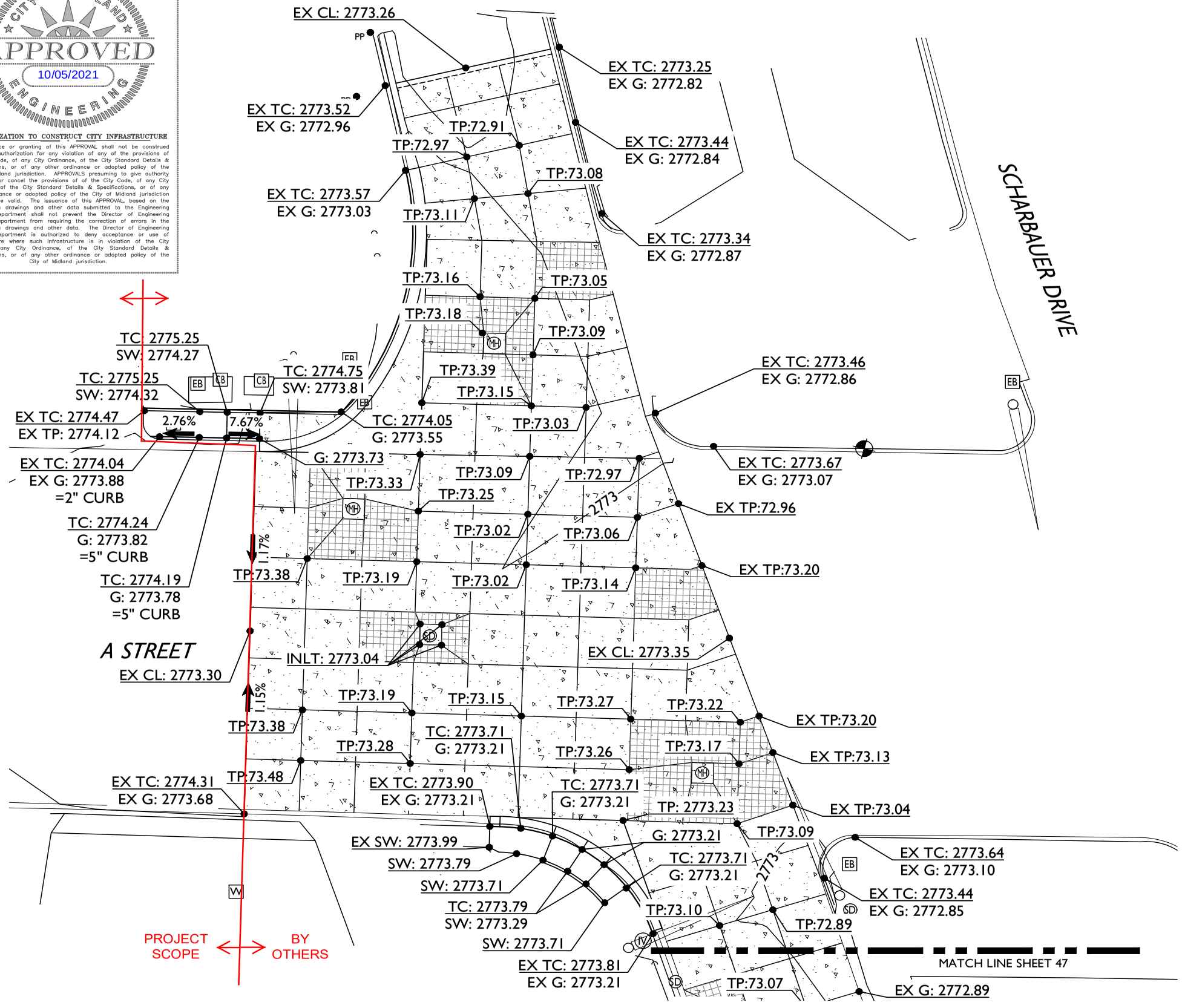
MIDLAND, TEXAS

45

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PACKET
12.174
November 16, 2021



0' 20' 40'

SCALE 1" = 20'

LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

EROSION CONTROL NOTES:

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE CONSTRUCTION DRAWINGS. CONTRACTOR IS NOT TO WASHOUT IN TRENCHES OR CHANNELS UNDER ANY CIRCUMSTANCES.
2. LOCATE GRAVEL OR SAND BAGS PER CITY DETAIL 712 AT ALL DOWNSTREAM DISCHARGE POINTS FROM PROJECT AREA.
3. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED IF INITIAL EROSION CONTROL BMP'S ARE DEEMED INSUFFICIENT.

CITY OF MIDLAND
APPROVED
10/05/2021
ENGINEERING

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APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

MIDLAND Engineering Services

INTERSECTION SCHARBAUER & A
SCHARBAUER INTERSECTION
REPLACEMENT PUBLIC
IMPROVEMENTS
MIDLAND, TEXAS

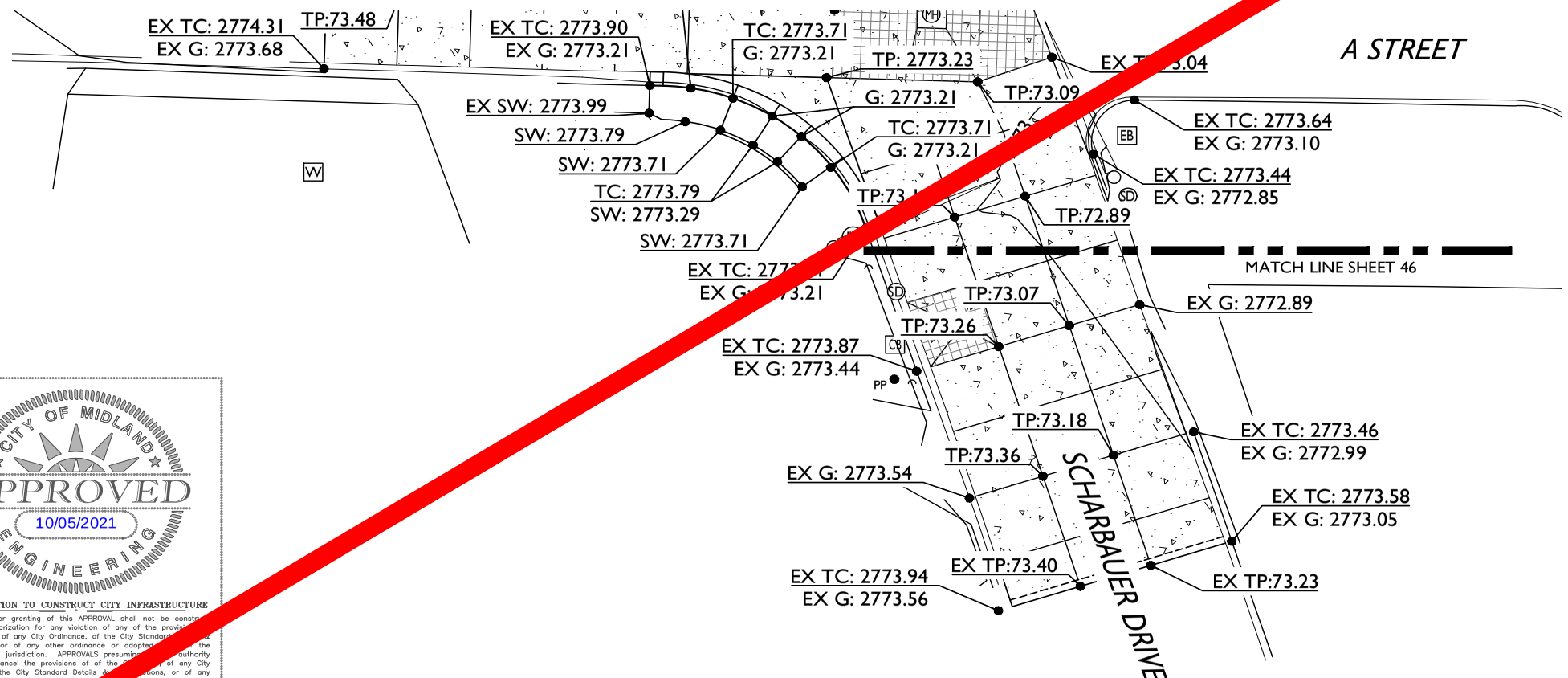
46

STATE OF TEXAS
ANDREW L. MELLEN
106572
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PROFESSIONAL ENGINEER
10/01/2021

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PACKET
12.175
November 16, 2021



0' 20' 40'

SCALE: 1" = 20'

LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
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CITY OF MIDLAND
APPROVED
10/05/2021
ENGINEERING

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STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

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△	REVISIONS	BY	APPR.	DATE
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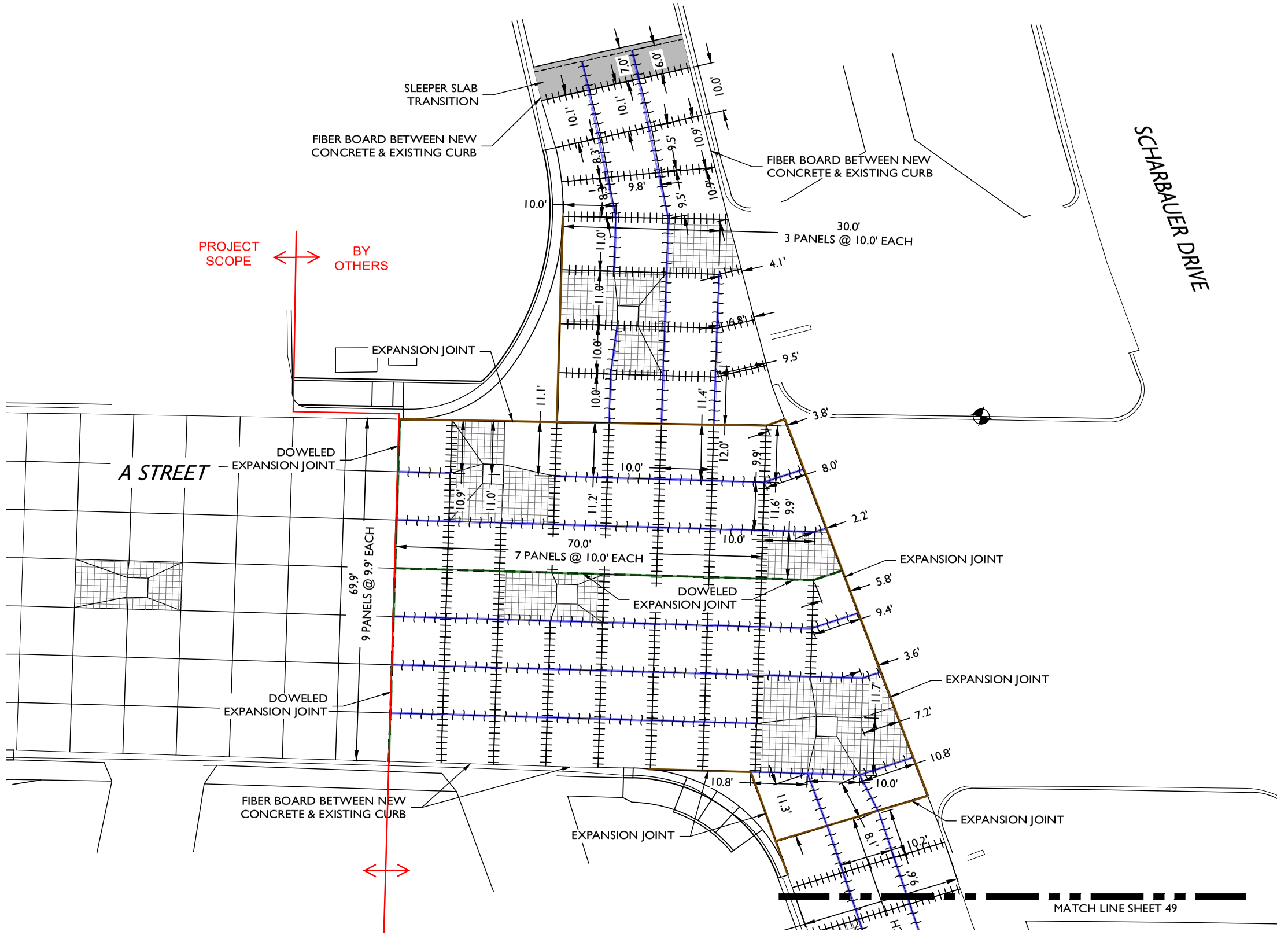
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APPROVED BY: ALM
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JOB: 200092

MIDLAND Engineering Services

INTERSECTION SCHARBAUER & A
SCHARBAUER INTERSECTION
REPLACEMENT PUBLIC
IMPROVEMENTS
MIDLAND, TEXAS

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PACKET
12.176
November 16, 2021



0' 20' 40'

SCALE 1" = 20'

LEGEND

- DOWELED JOINT
- TIE BAR JOINT
- DOWELED EXPANSION JOINT
- EXPANSION JOINT
- CONTINUOUSLY REINFORCED PANEL
- ASPHALT TRANSITION PATCH

CITY OF MIDLAND
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10/05/2021
ENGINEERING

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STATE OF TEXAS
ANDREW L. MELLEN
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PROFESSIONAL ENGINEER
10/01/2021

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JOB: 200092

MIDLAND Engineering Services

JOINTING SCHARBAUER & A SCHARBAUER INTERSECTION REPLACEMENT PUBLIC IMPROVEMENTS

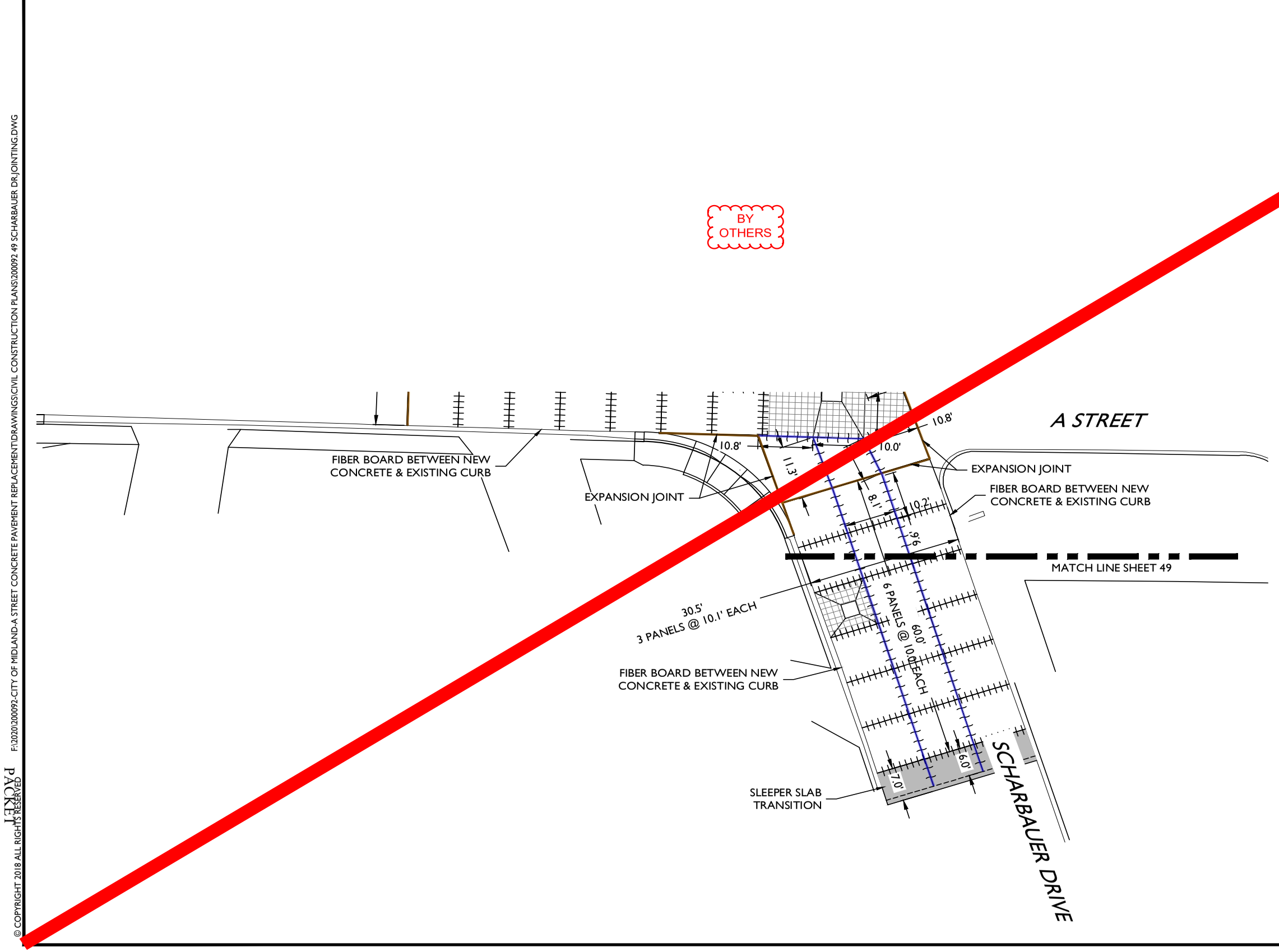
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48

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PACKET
12.177
November 16, 2021



0' 20' 40'

SCALE 1" = 20'

LEGEND

- DOWELED JOINT
- TIE BAR JOINT
- DOWELED EXPANSION JOINT
- EXPANSION JOINT
- CONTINUOUSLY REINFORCED PANEL
- ASPHALT TRANSITION PATCH

CITY OF MIDLAND
APPROVED
10/05/2021
ENGINEERING

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STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

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APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

MIDLAND
Engineering Services

JOINTING SCHARBAUER & A SCHARBAUER INTERSECTION REPLACEMENT PUBLIC IMPROVEMENTS

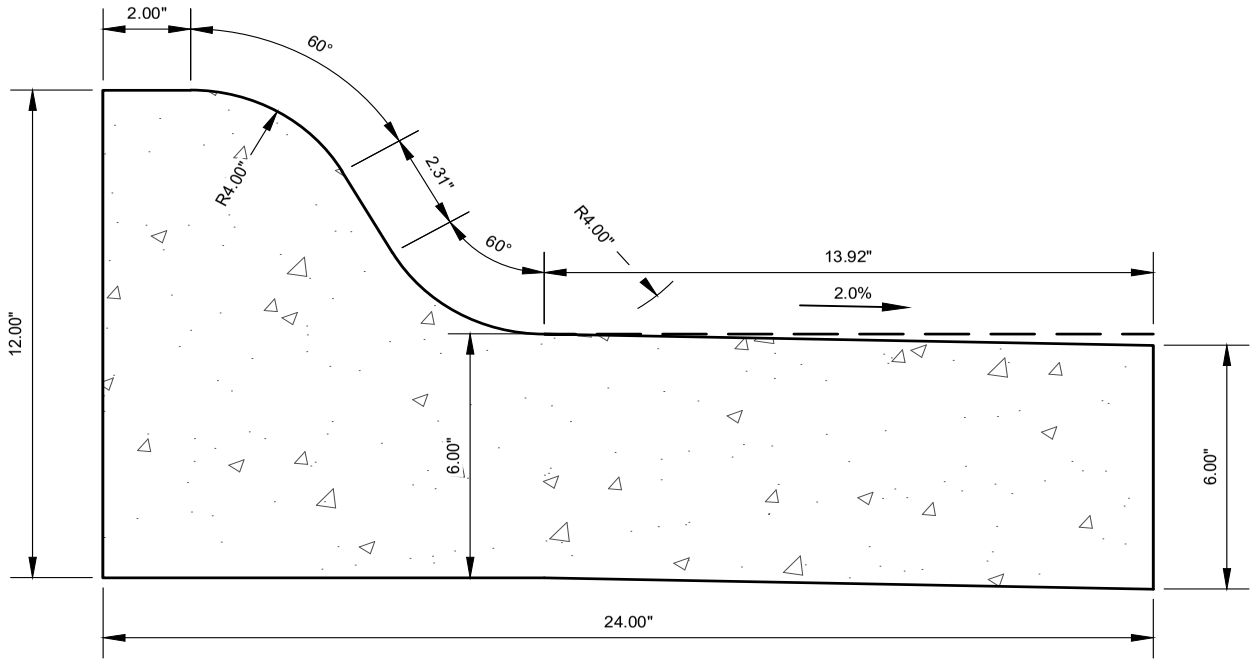
MIDLAND, TEXAS

49

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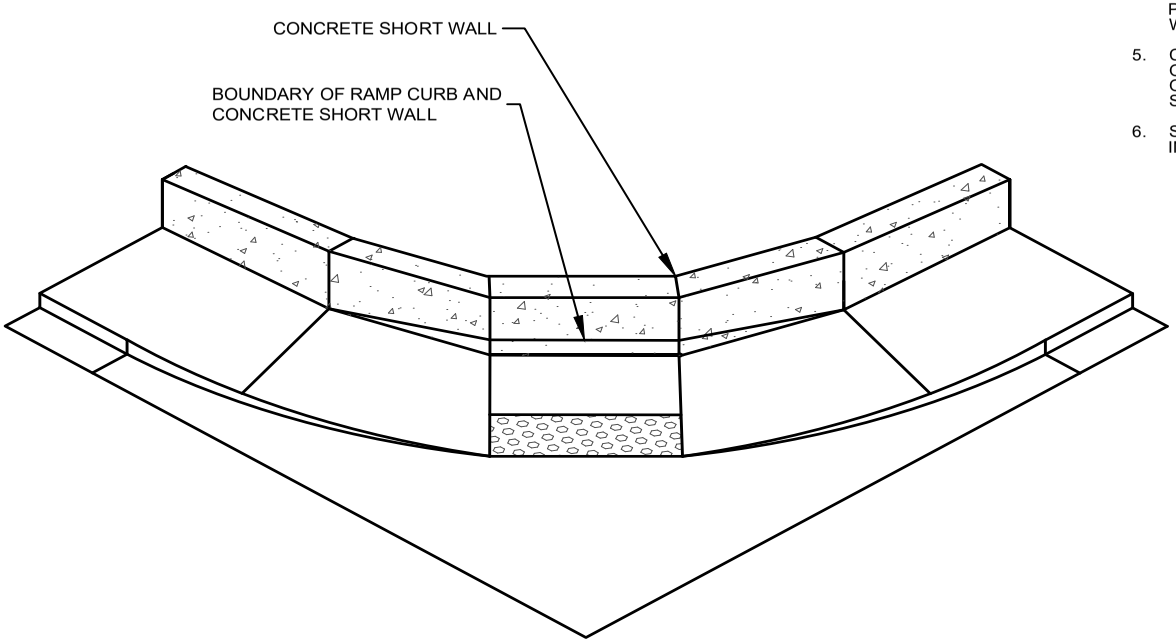
PACKET
12.178
November 16, 2021



NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		TYPE C INVERT CURB AND GUTTER		207

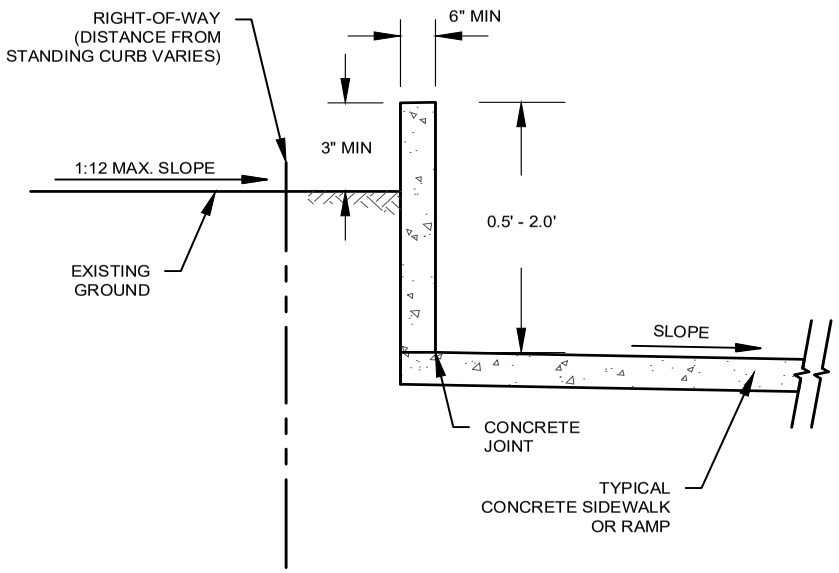


NOTES:

1. SEE CITY OF MIDLAND STANDARD DETAIL 228, SHEET 75, FOR RAMP CONSTRUCTION.
2. CONCRETE TO BE CITY OF MIDLAND CLASS "A" 3000 PSI USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
3. SEAL ALL EXPOSED CONCRETE JOINTS.
4. CONCRETE SHORT WALL TO BE PLACED DIRECTLY ON TOP OF RAMP CURB OR SIDEWALK. RAMP OR SIDEWALK TO BE PLACED PER TYPICAL CITY STANDARDS PRIOR TO CONCRETE SHORT WALL PLACEMENT.
5. CONCRETE SHORT WALL ALIGNMENT TO MATCH ALIGNMENT OF BACK OF SIDEWALK OR RAMP CURB FOR ENTIRE LENGTH OF WALL. BACK OF WALL TO BE SET FLUSH WITH BACK OF SIDEWALK OR RAMP CURB.
6. SEE CONCRETE SHORT WALL DETAIL DO3(B) FOR ADDITIONAL INFORMATION

MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE:	N. "A" STREET PAVING BOND PROJECT	SCALE: NTS	DETAIL:
CHECKED: JCF	CONCRETE SHORT WALL			D03(A)
APPROVED: JCF				



NOTES:

1. SEE SHORT WALL (A) DETAIL D03(A) NOTES.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: JCF	EFFECTIVE DATE:	N. "A" STREET PAVING BOND PROJECT	SCALE: NTS	DETAIL:
		CONCRETE SHORT WALL			D03(B)

PACKET
12.181
November 16, 2021

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: N. "A" Street Paving Bond Project

Project Number: BP20-02

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	8 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	8 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M2)	$_____	$_____
3)	8 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____	$_____
4)	8 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____	$_____
Total Miscellaneous Items 1-4		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	29,390 SY	Unclassified Roadway Excavation (Depth ≤ 12"), complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D1)	$_____	$_____
2)	30,962 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D2)	$_____	$_____
3)	1,572 SY	2" Milling Unclassified Asphalt Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D3)	$_____	$_____
4)	1,295 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D4)	$_____	$_____
5)	64 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D5)	$_____	$_____
Total Demolition Items 1-5		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	29,555 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	1,020 SY	Continuously Reinforcement, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P2)	$_____	$_____
3)	21,829 SY	8” Jointed Concrete Pavement, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	897 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P4)	$_____	$_____
5)	1,080 TON	3” Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P5)	$_____	$_____
6)	209 SY	Concrete-Asphalt Pavement Transition Sleeper Slab, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P6)	$_____	$_____
7)	6,607 SY	8” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P7)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1,630 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P8)	$_____	$_____
9)	1,630 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P9)	$_____	$_____
10)	538 SY	8" Concrete Fillet/Valley Gutter furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P10)	$_____	$_____
11)	141 SY	8" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P11)	$_____	$_____
12)	41 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P12)	$_____	$_____
13)	551 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P13)	$_____	$_____
14)	214 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P14)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	319 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P15)	$_____	$_____
16)	116 LF	2.5' Concrete Retaining Wall, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P16)		
17)	20 EA	Storm Drain Inlet Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P17)	$_____	$_____
18)	12 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P18)	$_____	$_____
19)	7 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P19)	$_____	$_____
20)	1 EA	Electrical Box Adjustment/Relocation, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P20)	$_____	$_____
Total Paving Items 1-20		$_____		

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	7,388 LF	Retroreflectorized Pavement Markings (White, 4") (TxDOT Item 666, Type I), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
2)	425 LF	Retroreflectorized Pavement Markings (White, Dashed, 4") (TxDOT Item 666, Type I), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T2)	$_____	$_____
3)	360 LF	Retroreflectorized Pavement Markings (White, Cross Walk, 18") (TxDOT Item 666, Type I), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T3)	$_____	$_____
4)	238 LF	Retroreflectorized Pavement Markings (White, Stop Bar, 24") (TxDOT Item 666, Type I), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T4)	$_____	$_____
5)	7,553 LF	Retroreflectorized Pavement Markings (Yellow, 4") (TxDOT Item 666, Type I), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T5)	$_____	$_____
6)	2.0 EA	Prefabricated Pavement Markings (White, Pavement Letter - ONLY) (TxDOT Item 668), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T6)	$_____	$_____

Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	7 EA	Prefabricated Pavement Markings (White, Arrow Symbol) (TxDOT Item 668), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T7)	$_____	$_____
8)	30 EA	Prefabricated Pavement Markings (White, Bike Lane Symbol) (TxDOT Item 668), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T8)	$_____	$_____
Total Traffic Items 1-8		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
5. Paving Items	$_____
6. Traffic Items	$_____
Total Bid Amount	$_____

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

_____dollars

and _____ cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 240 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

_____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.

_____

Name of Contractor

Submitted By: _____

Print Name and Title

_____

Signature

_____

Mailing Address

_____

City State Zip

PAY NOTES

N. "A" Street Paving Bond Project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
Demolition Items		
1	Unclassified Roadway Excavation (Depth ≤ 12")	D1
2	Removal & Disposal of Existing Unclassified Pavement	D2
3	2" Milling Unclassified Asphalt Pavement	D3
4	Removal & Disposal of Existing Concrete Curb & Gutter	D4
5	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D5
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	Continuously Reinforcement	P2
3	8" Jointed Concrete Pavement	P3
4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P4
5	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P5
6	Concrete-Asphalt Pavement Transition Sleeper Slab	P6
7	8" Flexible Base (Type A, Grade 4)	P7
8	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P8
9	Tack Coat (MC-30, 0.10 Gal / SY)	P9
10	8" Concrete Fillet & Valley Gutter	P10
11	8" Concrete Alley Approach	P11
12	Type A Concrete Curb & Gutter	P12
13	Type C Concrete Curb & Gutter	P13
14	Concrete Pedestrian Access Ramp	P14
15	4" Concrete Sidewalk	P15
16	2.5' Concrete Retaining Wall	P16
17	Storm Drain Inlet Adjustment	P17
18	Manhole Ring & Cover Adjustment	P18
19	Water Valve Box Ring & Cover Adjustment	P19
20	Electrical Box Adjustment/Relocation	P20
Traffic Items		
1	Retroreflectorized Pavement Markings (White, Solid, 4")	T1
2	Retroreflectorized Pavement Markings (White, Dashed, 4")	T2
3	Retroreflectorized Pavement Markings (White, Cross Walk, 18")	T3
4	Retroreflectorized Pavement Markings (White, Stop Bar, 24")	T4
5	Retroreflectorized Pavement Markings (Yellow, Solid, 4")	T5
6	Prefabricated Pavement Markings (White, Arrow Symbol)	T6
7	Prefabricated Pavement Markings (White, Bike Lane Symbol)	T7
8	Prefabricated Pavement Markings (White, Pavement Letter)	T8

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.

D1 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. Measurment and payment to be per square yard measured along the ground surface.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D3 Includes the necessary equipment, labor, materials, and incidentals for Milling Unclassified Asphalt Pavement per the construction drawings and City of Midland standards and specifications, including all appurtenances. Pavement material is to be removed in its entirety at the indicated depth. No additional compensation will be made for increased pavement depth removal. Pavement edges are to be clean, straight, and clearly defined edges free of breaks. Measurement and payment to be made per square yard measured along the ground surface.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the back of curb.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation 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.

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Continuously Reinforcement per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P3 Includes the necessary equipment, labor, materials, and incidentals for placement of Jointed Concrete Pavement per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P4 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.

P5 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 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.

P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete-Asphalt Pavement Transition Sleeper Slab per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P7 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P9 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet & Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Alley Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the alley approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Type A Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Type C Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P14 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P15 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P16 Includes the necessary equipment, labor, materials, and incidentals to install a Concrete Retaining Wall per the construction drawings and City of Midland standards and specifications, including all excavation, backfill, reinforcement, placement, compaction, sealant, and appurtenances. Measurement and payment to be made per each linear foot measured along the ground surface following the wall centerline through all columns, structures, and appurtenances.

P17 Includes the necessary equipment, labor, materials, and incidentals for Storm Drain Inlet Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P18 Includes the necessary equipment, labor, materials, and incidentals for Manhole Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P19 Includes the necessary equipment, labor, materials, and incidentals for Water Valve Box Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P20 Includes the necessary equipment, labor, materials, and incidentals for Electrical Box & Cover Adjustment/Relocation per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each adjustment made.

T1 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings (White, Solid, 4") per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings (White, Dashed, 4") per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings (White, Cross Walk, 18") per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings (White, Stop Bar, 24") per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T5 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings (Yellow, Solid, 4") per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T6 Includes the necessary equipment, labor, materials, and incidentals for the placement of Prefabricated Pavement Markings (White, Letter, ONLY)per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marking placed.

T7 Includes the necessary equipment, labor, materials, and incidentals for the placement of Prefabricated Pavement Markings (White, Arrow Symbol)per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marking placed.

T8 Includes the necessary equipment, labor, materials, and incidentals for the placement of Prefabricated Pavement Markings (White, Bike Lane Symbol)per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marking placed.

N. "A" Street Paving Bond Project
Non-Mandatory Pre-Bid Meeting Agenda
Project No. BP20-02
October 20, 2021

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Jose Ortiz – Engineering Services Director
   - Josh Ferguson – Engineering Manager – CIP, project engineer
   - Patricia Kingston – Engineering Tech
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Jesus Perez – Project Manager
   - Mike Pacelli – Traffic Engineer
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Gabe McClelland – Transportation Manager
   - Cory Moose – Assistant Utilities Director
   - Rex Swearinger – Operations Planner, utility coordination
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - This project will include the removal, excavation, replacement, and installation of existing and proposed paving and sidewalk infrastructure and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Construction Drawings and Specifications, and to satisfactorily complete the work.
   - In general, this project involves repaving "A" Street from Scharbauer Drive to just south of Wadley Avenue.
   - Note: The repaving of the intersection at "A" Street and Scharbauer Drive is expected to be handled under a different project prior to this project taking place. Revised quantities and project limit markups for this change will be included in the addendum provided this Friday, October 22, 2021.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     jperez@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, October 22, 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: 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:
  City of Midland, Texas
  Attn: City Secretary's Office
  P.O. Box 1152
  Midland, TX 79702

  – OR –

  Physical Address for mail carriers other than USPS:
  City of Midland, Texas
  Attn: City Secretary's Office
  300 North Loraine St., Suite 330
  Midland, TX 79701

  If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

- **Bid Opening is Wednesday, October 27, 2021 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public, and bidders are free to attend in person. Bidders who attend in person are encouraged to wear a mask inside City Hall.
  - 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 are to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment based on 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 inspection on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics

- Comply with all OSHA and other applicable safety requirements and regulations at all times.
- Construction on this project is to proceed from south to north.
- Contractor is responsible for maintaining service to adjacent lots during this project.
  - Contractor must notify affected properties at least two (2) business days prior to any planned service interruption.
- Construction staking is solely the responsibility of the Contractor.
- Construction testing is solely the responsibility of the Contractor.
- Contractor is responsible for all Traffic Control for this project.
  - Contractor is responsible for maintaining access to adjacent properties during this project.
  - Contractor must notify affected properties at least two (2) business days prior to any planned access interruption.
  - Special consideration is to be given to the Midland County Annex building, the MARC facility, and the COM Aquatics facility for access during this project.
- Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
- Material stored on the project site must be properly stored and protected from damage and weathering.
- Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sand bag BMPs or similar temporary erosion protection emplacements at all times.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
   - The portion of the work being removed from this project scope includes everything south of Station 34+50.00, or everything south of the northernmost end-of-radius for the fillets at the south end of “A” Street on the north side of Scharbauer Drive. As previously stated, revised Proposal quantities and project limit markups will be provided in an addendum to reflect this scope change.
   - Additional bar reinforcement is called for on this project as per the construction drawings. Contractor is reminded that in such cases, fiber reinforcement is still required in addition to the bar reinforcement.
   - Where fiber reinforcement is called for, it is to be Macro-Polypropylene fiber reinforcement.
   - Contractor must seal all concrete pavement joints as per the construction drawings.
   - Bidders are directed to bid the item quantities in the Bid Packet’s Proposal, not the quantities listed in the design drawings.
   - ATTENTION: There is a utility project in progress on this project site to install new water, wastewater, and storm drain underground infrastructure before the pavement work commences. Bidders are to keep in mind that the utility contractor has precedence on this project site until their project is complete.
   - All utilities will be at their ultimate depths and configurations at the time of paving, including storm drains. The Contractor is responsible for adjusting all covers to finished grade with concrete collars at the project’s completion. All concrete collars are to be separated by standard concrete pavement jointing from adjacent concrete pavement, i.e. the concrete collars are not to be left monolithic with or integral with the adjacent concrete pavement.
   - Contractor is responsible for protecting the storm drain system from debris and sediment during construction, and will be required to remove any sediment, debris, etc. that enters the system prior to final acceptance of the project.
   - 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.
   - Franchise utility poles and other private utility infrastructure are not expected to be in conflict for this project. Contractor is to observe all reasonable caution during construction, and to notify the City if any unknown conflicts are discovered.
   - “A” Street conveys a significant amount of storm runoff during storm events, and Contractors are to keep this in mind when securing their project site and providing temporary erosion controls.

- ATTENTION: Contractor is to operate with special care near the Midland County Annex facility located at the northeast corner of “A” Street and Scharbauer Draw. This facility has the potential for high vehicle and pedestrian volumes, particularly during election events, and the Contractor is to keep this in mind when operating near this property.
- ATTENTION: Contractor is to operate with special care near the COM Aquatics facility located at the northwest corner of “A” Street and Dengar Avenue. This is a high use facility with considerable vehicle and pedestrian traffic, and the Contractor is to keep this in mind when operating near this property.
- ATTENTION: Contractor is to operate with special care near the MARC facility located at the northwest corner of “A” Street and Ventura Avenue. This facility aids a large number of individuals with special needs, and the Contractor is to keep this in mind when operating near this property.

10. Any Additional Questions?

Please direct all questions or comments following the Pre-Bid Meeting to Jesus Perez with the City of Midland.

Engineering Services

Josh Ferguson
Phone: (432) 685-7290
Email: jferguson@midlandtexas.gov

Jesus Perez
Phone: (432) 685-7471
Email: jperez@midlandtexas.gov

Non-Mandatory Pre-Bid Meeting Attendance

BP20-02

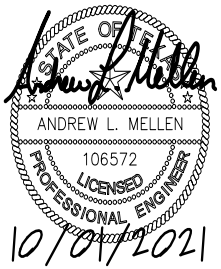
N. "A" Street Paving Bond Project

Date: 10-20-2021 - 4:00 PM

PACKET 12.198 November 16, 2021

☑	Name (Please Print)	Company Name (Please Print)	Phone Number	Fax Number	Email
√	Josh Ferguson	City of Midland	(432) 685-5290		jferguson@midlandtexas.gov
√	Emily Williams	Boler	432.694.0660		emily@boler.net
√	Greg boler	"	"		greg@boler.net
√	Stephanie Ruder	JDKing	432-209-6777		stephanie.ruder@jdkingcorp.com
√	Jesus Perez	COM	432-685-7471		jperez@midlandtexas.gov
√	Todd Ruder	4K Materials	432-209-6796		t.ruder@4kmaterials.com
√	Mike Hester	Reece Albert Inc	432-570-0481		mikeh@reecealbertinc.com
√	Brooke Elms	Lozoya General Contractors	432-563-0663		office@lozoyagc.com
√	Filiberto Lozoya	LGC	432 788 7000		OFFICE@LOZOYAGC.COM
√	Mike Pacelli	COM Traffic	432.685-7200		mpacelli@midlandtexas.gov
√	Jerry Garcia	Lozoya	432-230-8828		jerry@lozoyagc.com
√	By Telephone				
√	Erika Martinez	COM	432-685-7980		emartinez@midlandtexas.gov
√	Andrew Hicks	Maverick Eng.	432-262-0999		ahicks@maverick-eng.com
√	Jesse Ramirez	Reece Albert Inc.	432-570-0481		jesser@reecealbertinc.com
√	Skip Klement	Reece Albert Inc.	325-653-1241		skip@reecealbertinc.com
√	Adrian Perez	JD King	432-288-1837		a.perez@jdkingcorp.com
√	Bobby W.	COM	432-813-9801		bwojciechoski@midlandtexas.gov
√	John Darnell	Onyx Contractors			john@onyxcontractors.com

CITY OF MIDLAND
N. "A" STREET PAVING BOND PROJECT
OCTOBER 2021
PROJECT NO.:BP20-02



PERMIT SET

CONTRACTOR_____
DATE CONTRACTOR BEGAN WORK_____
DATE WORK WAS COMPLETED_____
DATE WORK WAS ACCEPTED_____
FINAL CONTRACT COST_____

_____
PROJECT ENGINEER

DATE_____

MAYOR

PATRICK PAYTON

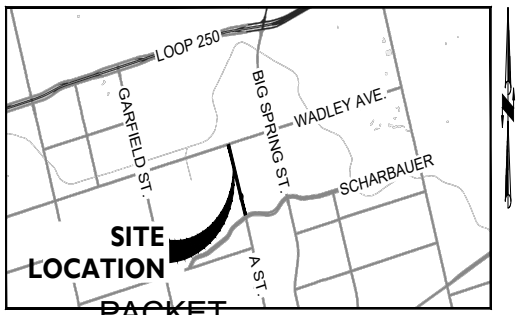
COUNCIL MEMBERS

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 SERVICE DIRECTOR
JOSE E. ORTIZ

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702



VICINITY MAP
N.T.S.

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43	A ST. AND STANOLIND AVE. JOINTING
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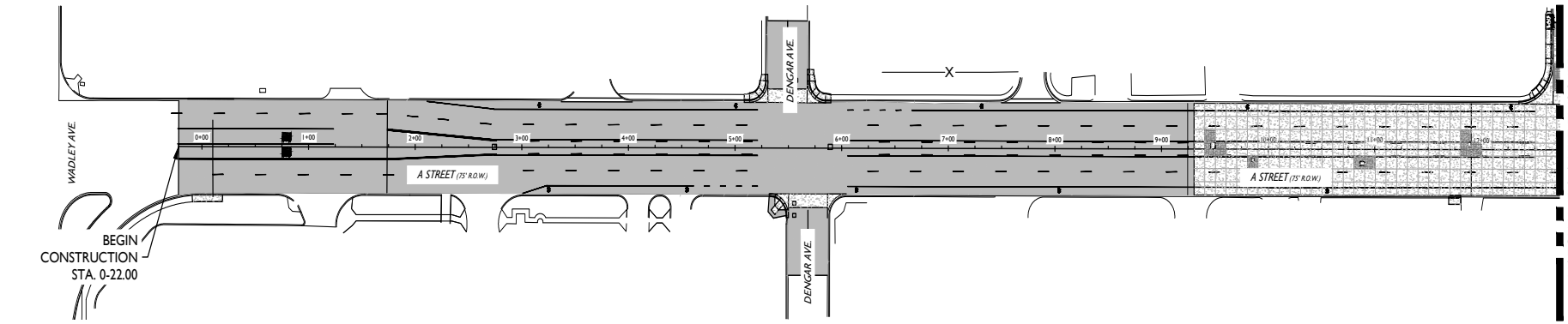
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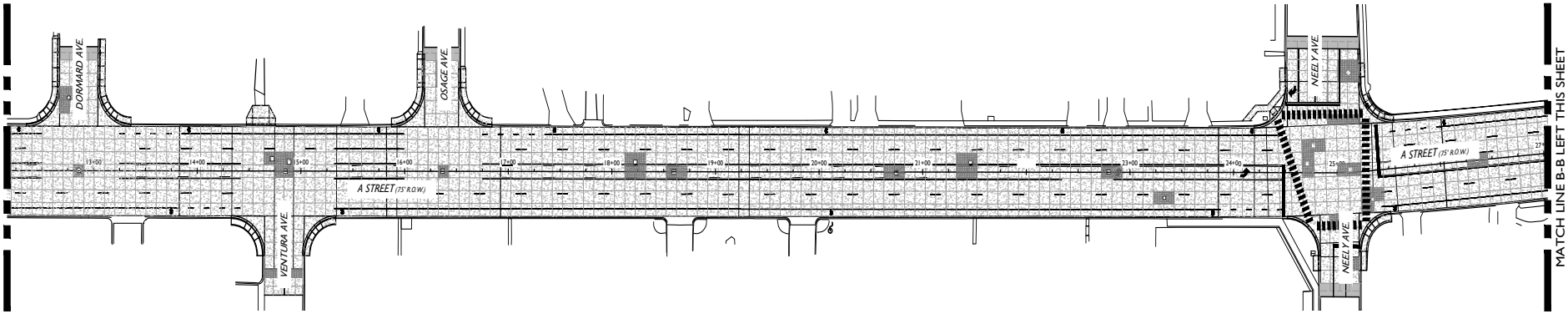
COVER SHEET
N. "A" STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
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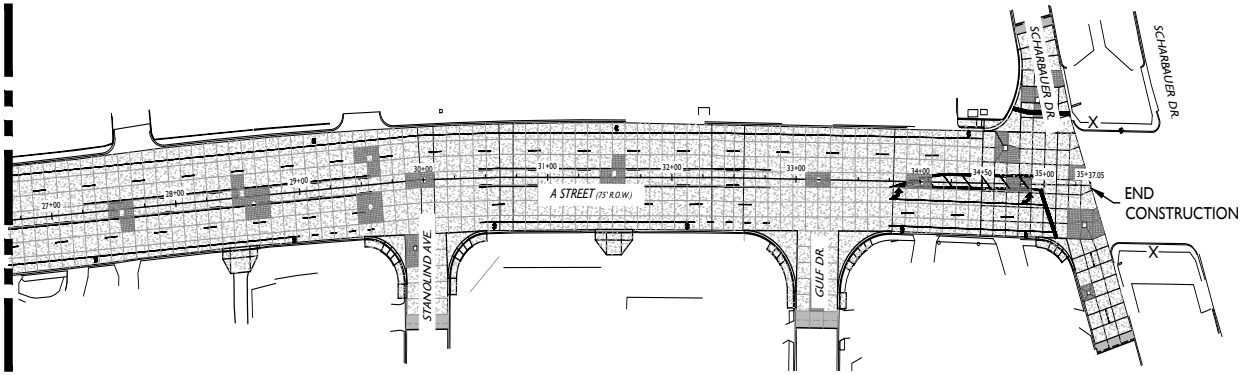
November 16, 2021

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BENCHMARK:

BEARINGS, DISTANCES AND COORDINATES SHOWN ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 1983. ELEVATIONS ARE BASED ON GPS OBSERVATIONS CONFORMING TO NAVD 1988.
TEMPORARY BENCHMARK #1:
½" IRON ROD
N: 10,704,366.22
E: 1,750,723.20
ELEVATION: 2784.96

SURVEY PERFORMED BY MAVERICK ENGINEERING,. CONTACT MAVERICK ENGINEERING. FOR CONSTRUCTION BENCHMARKS OR CONTROL STAKING 432-262-0999

0' 100' 200'
SCALE 1" = 100'

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

PACKET 12.200 November 16, 2021

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MASTER LAYOUT SITE MAP
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02

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GENERAL NOTES

BENCHMARK:

1. ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATION ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.
2. EXISTING CONTROL POINT LOCATED AT "A" STREET AND SCHARBAUER DRIVE. CONTROL POINT IS 2" ALUMINUM CAP LOCATED AT CENTER OF BRIDGE OVER DRAINAGE CHANNEL ON EAST SIDE OF STREET IN TOP-OF CURB. CONTROL POINT ELEVATION IS 2772.52 BASED ON NGVD29. CONVERSION FACTOR TO NAVD88 FOR MIDLAND, TEXAS IS +1.22.

GENERAL:

1. ALL CONSTRUCTION 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 REGULATION REQUIREMENTS AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
2. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING (CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POT HOLE, RECENT EXCAVATIONS, SURVEY, ONE CALL MARKING, AND PRIVATE INFRASTRUCTURE OWNER RECORDS). CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
3. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER PROJECTS INDICATED IN THIS CONSTRUCTION DRAWINGS SET HAVE BEEN LOCATED USING (CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POT HOLE, RECENT EXCAVATIONS, SURVEY, ONE CALL MARKING, AND PRIVATE INFRASTRUCTURE OWNER RECORDS). CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
4. 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.
5. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKE ANY DESIGN CHANGES IN THE FIELD.
6. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. SEE TRAFFIC CONTROL NOTES.
7. 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 PREFORMED BY CONTRACTOR.
8. MATERIAL STORAGE IS TO BE PLACE IN "A" STREET WORK ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN.
9. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE , OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
10. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.
11. 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.
12. DIMENSIONS BETWEEN UTILITIES ARE FROM CENTER TO CENTER UNLESS OTHERWISE NOTED.
13. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATION SHOWN ON THIS CONSTRUCTION DRAWINGS.
14. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED. INCLUDING FOR ALL GRADE DAY LIGHTING.

EXISTING INFRASTRUCTURE:

1. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE, BOTH PUBLIC AND PRIVATE (INCLUDING CAST IRON FEATURES), FROM ANY DAMAGE DUE TO CONSTRUCTION ACTIVITY NOT CALLED FOR IN THE CONSTRUCTION DRAWING SET. THE CONTRACTOR WILL REPLACE OR REPAIR, AS DIRECTED BY THE CITY, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEMS.
2. DAMAGE TO EXISTING PAVEMENT TO REMAIN DURING CONSTRUCTION ACTIVITIES IS TO BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
3. ALL EXISTING MANHOLES AND VALVES ARE TO BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
4. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
5. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH THE CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.
6. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PROBATE INFRASTRUCTURE OWNER.
7. 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.
8. EXISTING STAND-UP CURB ARE 7.0" CURBS RATHER THAN CURRENT 6.0" CITY STANDARD CURBS IN THIS AREA. MATCH EXISTING CURB HEIGHT THROUGHOUT.

PAVING AND CONCRETE:

1. PRIOR TO PAVING ACTIVITIES, ALL EXISTING SUBGRADE OR REMAINING MATERIAL WILL BE PROOF ROLLED WITH A MINIMUM 25 TON PNEUMATIC ROLLER.
2. USE POLYPROPYLENE FIBER REINFORCING WHERE SPECIFIED AT A RATE OF 3.0 LBS/CY IN LIEU OF WIRE REINFORCING. REBAR REINFORCEMENT ONLY TO BE USED WHEN SPECIFICALLY CALLED FOR ON PLANS. FIBERS SHALL BE GENESIS FIBRILLATED SYNTHETIC FIBER OR APPROVED EQUAL.
3. CONSTRUCT HYDRAULIC CEMENT CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE CONSTRUCTION DRAWINGS.
4. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISHED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.
5. PROVIDE CONCRETE WITH A SLUMP IN ACCORDANCE WITH CITY OF MIDLAND SPECIFICATIONS, UNLESS OTHERWISE NOTED ON THE PLANS.
6. PLACE ALL CONCRETE WITHIN 45 MINUTES OF BATCHING. USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE; DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE. SEGREGATED CONCRETE IS SUBJECT TO REJECTION.
7. CONCRETE JOINTS (CONTROL, EXPANSION, AND/OR CONSTRUCTION), JOINT MATERIALS, AND CONSTRUCTION METHODS ARE TO COMPLY WITH CITY OF MIDLAND SPECIFICATIONS. CONSTRUCT JOINTS TO DIMENSIONS AND AT SPACING SPECIFIED ON CITY OF MIDLAND STANDARD DETAILS AND THESE CONSTRUCTION DRAWINGS.
8. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.
9. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. PLAN JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.
10. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONFLICT WITH FLARES IS DISCOVERED IN FIELD.
11. ALL CONCRETE PAVEMENT JOINTS ARE TO BE SEALED IN COMPLIANCE WITH CITY OF MIDLAND STANDARDS. THIS REQUIREMENT DOES NOT APPLY TO PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR CURB JOINTS.
12. ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS, AND BETWEEN EXISTING CURB AND PROPOSED CURB. SEE CONCRETE CURB NOTES.
13. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACE FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.0% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%.
14. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB. SEE CONCRETE CURBS NOTES.
15. SAWCUT OR TOOL JOINTS IN SIDEWALKS AND OTHER FLATWORK. SPACE CONTROL JOINTS NOT MORE THAN 5-LF IN SIDEWALKS. SUBSTITUTE AN EXPANSION CONTROL JOINT FOR EVERY 12TH CONTROL JOINT. PROVIDE EXPANSION JOINT BETWEEN NEW WORK AND EXISTING WORK.
16. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.
17. WHEN PLACING CONCRETE FOR SIDEWALKS, PEDESTRIAN RAMPS, AND OTHER FLATWORK, ENSURE THAT FORMWORK IS STABLE AND IS NOT PUSHED, BUMPED, OR SHOVED DURING PLACEMENT ACTIVITIES. AFTER PLACEMENT AND FINISHING, BUT BEFORE CONCRETE SETS, ENSURE THAT LINES AND GRADES (ESPECIALLY CROSS-SLOPES) COMPLY WITH THOSE SHOWN IN THESE CONSTRUCTION DRAWINGS.
18. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.

CONCRETE CURB & GUTTER:

1. CONSTRUCT CONCRETE CURB-AND-GUTTER IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE CONSTRUCTION DRAWINGS.
2. CURB-AND-GUTTER CAN BE MANUALLY FORMED OR SLIPFORMED AND IS TO BE PLACED SEPARATELY FROM PAVEMENTS, EXCEPT FOR FILLETS, OR IF OTHERWISE INDICATED IN THE CONSTRUCTION DRAWINGS. FOR FACE OF GUTTER, USE A TEMPLATE CONFORMING TO LINES AND DIMENSIONS SHOWN FOR APPROPRIATE CURB TYPE IN THE CITY OF MIDLAND STANDARD DETAIL DRAWINGS.
3. WHEN PLACING CONCRETE FOR CURB-AND-GUTTER, ENSURE THAT GUTTER LINE CONFORMS TO LINES AND GRADES SPECIFIED IN THESE CONSTRUCTION DRAWINGS. SET AND MAINTAIN A GUIDELINE TO MONITOR GUTTER LINE.
4. WHEN PLACED SEPARATELY FROM PAVEMENTS, TOOL JOINTS IN CURB-AND-GUTTERS, TAKING CARE NOT TO PULL PLASTIC CONCRETE OUT OF LINE WHEN RELEASING THE TOOL. IF PAVEMENT IS CONCRETE, MATCH JOINT LOCATIONS WITH PAVEMENT JOINTS. OTHERWISE, SPACE TOOLED CONTROL JOINTS NO MORE THAN 10-LF AND NO LESS THAN 2-LF IN CURB-AND-GUTTERS. SUBSTITUTE AN EXPANSION JOINT FOR EVERY 6TH CONTROL JOINT. PROVIDE EXPANSION JOINTS BETWEEN NEW AND EXISTING CURBS AND GUTTERS.
5. PROVIDE CONCRETE WITH A SLUMP IN ACCORDANCE WITH CITY OF MIDLAND SPECIFICATIONS, UNLESS OTHERWISE NOTED ON THE PLANS.
6. DIMENSIONS TO CURBS ARE TYPICALLY SHOWN TO BACK OF CURB UNLESS OTHERWISE NOTED.

STATE OF TEXAS
ANDREW L. MELLEN
106072
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

CITY OF MIDLAND
APPROVED
10/01/2021

PACKET 12.201 November 16, 2021

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GENERAL NOTES
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

03

GENERAL NOTES

EROSION CONTROL:

1. IF REQUIRED TO REMOVE EXISTING PAVEMENT MARKINGS AND MARKERS, CONTRACTOR IS T OREPAIR EXCESS DAMAGE TO THE PAVEMENT WITH AN APPROVED MATERIAL AT THE CONTRACTOR'S EXPENSE.
2. WHEN REQUIRED, REMOVED PAVEMENT MARKERS WILL BE DISPOSED OF PROPERLY.
3. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISOLAL OF TEMPORARY MARKER TABS FROM THE PROJECT IN COORDINATION WITH THE PLACEMENT OF NEW MARKERS.
4. NON-REMOVABLE WORK ZONE PAVEMENT MARKINGS WILL BE PAINTED IN ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) ITEM 666, TYPE II, OR OTHER APPROVED MATERIALS.
5. PERMANENT PAVEMENT MARKINGS WILL BE THERMOPLASTIC IN ACCORDANCE WITH TXDOT ITEM 666, TYPE 1, FOR LONG-LINE MARKINGS, AND EITHER ITEM 666, TYPE 1, OT ITEM 668, FOR SHORT-LINE AND SYMBOL MARKINGS.
6. GRINDING OFF ANY EXISTING MARKINGS IN CONFLICT WITH TEMPORARY TRAFFIC CONTROL PLANS WILL BE SUBSIDIARY TO THE JOBSITE SAFETY PAY ITEM.

EROSION CONTROL:

1. CONTRACTOR WILL INSTALL BMP'S IN ACCORDANCE WITH CONSTRUCTION DRAWINGS, CITY OF MIDLAND STANDARDS AND SPECIFICATIONS, PER INDUSTRY STANDARDS AND REGULATIONS, INCLUDING THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP). INSTALLATION OF BMP'S IS TO OCCUR PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY. REPAIR, ADJUST, OR MODIFY THE CONTROL MEASURES IF CONTROL MEASURES PROVE INEFFECTIVE OR IF ADDITIONAL CONTROL MEASURES ARE NEEDED.
2. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE CONSTRUCTION DRAWINGS.
3. CONTRACTOR IS TO COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
4. IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROLS, POLLUTION PREVENTION, AND SITE SPILL RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3 OR SWPPP) REQUIREMENTS AND SHEETS.
5. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.
6. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
7. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OR ANY OFF-SITE SILTATION CAUSED BY THEIR OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES, AT NO ADDITIONAL COST TO THE CITY.
8. CONTRACTOR IS TO REMOVE AND PROPERLY DISPOSE OF ACCUMULATED SILT AND SEDIMENT FROM EROSION CONTROLS WHEN IT REACHES A DEPTH EQUAL TO HALF THE HEIGHT OF THE CONTROL, OR IMPAIRS THE EFFECTIVENESS OF THE CONTROL.
9. INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF 1/2 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.
10. ALL STOCKPILED SOILS ARE TO BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERLY CONTROL SEDIMENT RUNOFF.
11. CONTRACTOR IS TO TAKE NECESSARY MEASURES TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL ETC.) THAT FALLS OUT ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.
12. TO DEWATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER DISCHARGE WATER.
13. ALL TEMPORARY EROSION CONTROL MEASURES MUST BE REMOVED FROM SITE UPON COMPLETION OF STABILIZATION.

TRAFFIC CONTROL:

1. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S REASONABILITY. 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. ACCESS TO PROPERTIES ADJACENT TO WORK ZONE ARE TO BE MAINTAINED AT ALL TIMES. A MINIMUM OF TWO (2) TRAVEL LANDS (ONE IN EACH DIRECTION) ARE TO REMAIN OPEN AT ALL TIMES ON ALL ARTERIAL STREETS.
2. CONTRACTOR IS TO PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS AND OTHER PEDESTRIAN AREAS THAT POSE A HAZARD TO PEDESTRIAN TRAFFIC AS DIRECTED.

FINAL CLEANUP:

1. CONTRACTOR IS TO MAKE ALL REASONABLE EFFORTS TO CLEAN AND RESTORE THE PROJECT SITE TO ORIGINAL OR BETTER CONDITION AT THE CONCLUSION OF CONSTRUCTION ACTIVITY. THIS INCLUDES, BUT IS NOT LIMITED TO; STREET SWEEPING, SEDIMENT REMOVAL, REMOVAL OF CONSTRUCTION MATERIAL AND DEBRIS.
2. AFTER CONSTRUCTION, RESTORE ADJACENT SURFACES TO A CONDITION APPROVED BY THE ENGINEER.

DEMOLITION NOTES:

1. CONTRACTOR IS TO NOTIFY PROJECT 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.
2. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE O REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THESE CONSTRUCTION DRAWINGS. ANY SUCH DAMAGE OR REMOVAL IS TO BE REPLACED OR REPAIRED BY CONTRACTOR TO EQUAL OR BETTER CONDITION AT THEIR SOLE EXPENSE.
3. EXISTING CONDUIT PIPE AND ALL OTHER EXISTING CONDUIT PIPE IDENTIFIED FOR REMOVAL ARE TO BE REMOVED IN THEIR ENTIRETY, INCLUDING ANY FITTINGS, STRUCTURES AND APPURTENANCES.
4. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES. SAWCUTTING IS CONSIDERED INCIDENTAL WHERE A SPECIFIC PAY ITEM IS NOT PROVIDED.
5. MILLINGS AND OTHER REMOVED PAVEMENT WILL BECOME THE PROPERTY OF THE CONTRACTOR, TO BE DISPOSED OF IN COMPLIANCE WITH ALL LOCAL AND STATE REGULATIONS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

PACKET 12 202 November 16, 2021
CITY OF MIDLAND

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GENERAL NOTES
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

04

SUMMARY OF DEMOLITION ITEMS						
	UNDLASSIFIED ROADWAY EXCAVATION	SAWCUTTING	2" MILLING UNCLASSIFIED ASPHALT PAVEMENT	REMOVAL & DISPOSAL OF EXISTING UNCLASSIFIED PAVEMENT	REMOVAL & DISPOSAL OF EXISTING CONCRETE CURB & GUTTER	REMOVAL & DISPOSAL OF EXISTING CONCRETE SIDEWALK & RAMPS
UNIT	SY	LF	SY	SY	LF	SY
THICKNESS	<12" TYP.	2-4" TYP.	2"	2-6" TYP.	–	4-6" TYP.
RATE	–	–	–	–	–	–
SHEET 08	30,578	584	1,572	32,150	1,386	105
TOTALS:	30,578	584	1,572	32,150	1,386	105

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MIDLAND Engineering Services

QUANTITIES SUMMARY DEMO
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

05

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

10/01/2021

CITY OF MIDLAND
APPROVED AS NOTED

SUMMARY OF PAVING ITEMS									
	SUBGRADE PREPARATION	8" FLEXIBLE BASE (TYPE A, GRADE 4)	8" JOINTED CONCRETE PAVEMENT	8" ALLEY APPROACH	3" TYPE C HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70-22)	2" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70-22)	CONCRETE-ASPHALT PAVEMENT SLEEPER SLAB (6' WIDE)	BITUMINOUS PRIME COAT (MC-30 or AEP)	CONTINUOUS REINFORCEMENTΔ
UNIT	SY	SY	SY	SY	TON	TON	SY	GAL	SY
THICKNESS	0-6" TYP.	8"	8"	8"	3"	2"	8"-10"	–	–
RATE	–	–	–	–	330 LBS/SY	220 LBS/SY	–	0.20 GAL/SY	–
SHEET 11	10,367	6,499	3,574	0	1,067.55	884.62	73	1,608	149
SHEET 12	12,387	67	11,913	47	7.37	7.37	92	13	536
SHEET 13	7,989	41	7,530	94	4.51	4.51	85	8	529
TOTALS:	30,743	6,607	23,017	141	1,079.43	896.50	250.00	1,630	1214

NOTES:

Δ THIS IS THE ADDITIONAL COST TO ADD IN CONTINUOUS REINFORCEMENT TO NOTED CONCRETE PANELS. CONCRETE IS PAID FOR UNDER THE 8" JOINTED CONCRETE PAVEMENT PAY ITEM. THIS ITEM INCLUDES THE ADDITIONAL REBAR, CHAIRS, AND LABOR FOR PLACEMENT.

SUMMARY OF PAVING ITEMS											
	8" CONCRETE FILLET / VALLEY GUTTER	SIDEWALK RETAINING WALL	TYPE A CONCRETE CURB & GUTTER	TYPE C CONCRETE CURB & GUTTER	CONCRETE PEDESTRIAN ACCESS RAMP	4" CONCRETE SIDEWALK	MANHOLE RING & COVER ADJUSTMENT	STORM DRAIN INLET ADJUSTMENT	ELECTRICAL BOX ADJUSTMENT / RELOCATION	WATER VALVE BOX RING & COVER ADJUSTMENT	ROCK FILTER DAM / FILTER SOCK
UNIT	SY	LF	LF	LF	SY	SY	EA	EA	EA	EA	LF
THICKNESS	8"	2.5 FT. MAX	–	–	4"	4"	–	–	–	–	–
RATE	–	–	–	–	–	–	–	–	–	–	–
SHEET 11	192	32	100	30	73	81	4	2	0	6	0
SHEET 12	200	84	24	284	89	165	6	10	0	3	0
SHEET 13	184	38	10	237	79	87	5	9	1	1	0
SHEET 63	0	0	0	0	0	0	0	0	0	0	300
TOTALS:	576	154	134	551	241	333	15	21	1	10	300

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PROFESSIONAL ENGINEER
10/01/2021

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APPROVED BY: ALM
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JOB: 200092

MIDLAND Engineering Services

QUANTITIES SUMMARY PAVING
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

06

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SUMMARY OF MARKING								
	4" SOLID WHITE LINE	4" SOLID YELLOW LINE	4" DASHED WHITE LINE	24" STOP BAR	18" CROSSWALK LINE	BIKE LOGO	ONLY	ARROW
UNIT	LF	LF	LF	LF	LF	EA	EA	EA
DEPTH	100 MIL	100 MIL	100 MIL	100 MIL	100 MIL	100 MIL	100 MIL	100 MIL
RATE	–	–	5FT. LINE / 10 FT. GAP	–	–	–	–	–
SHEET 69	2,792	3,257	120	0	0	10	2	2
SHEET 70	2,944	2,748	205	160	360	12	0	3
SHEET 71	1,652	1,548	100	78	0	8	0	2
TOTALS:	7,388	7,553	425	238	360	30	2	7

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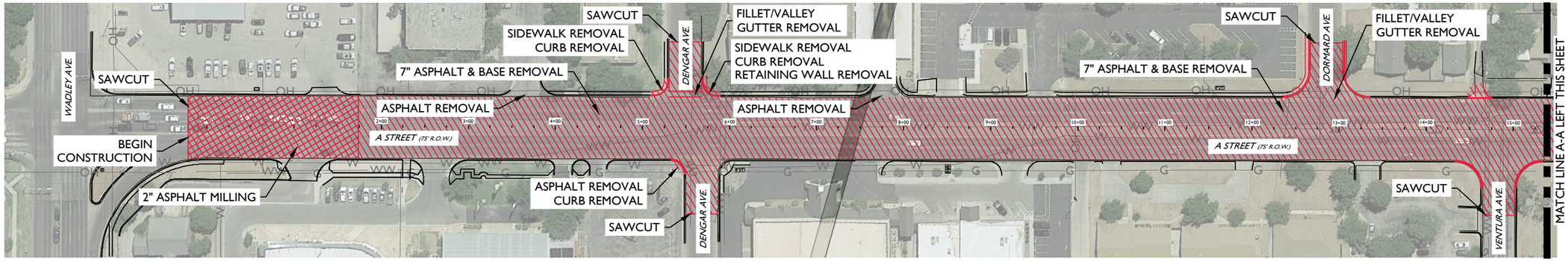
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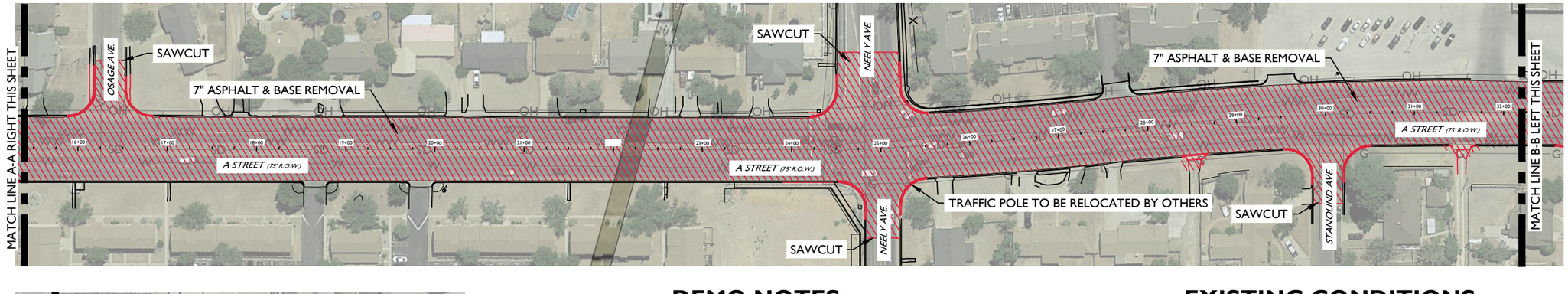
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A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

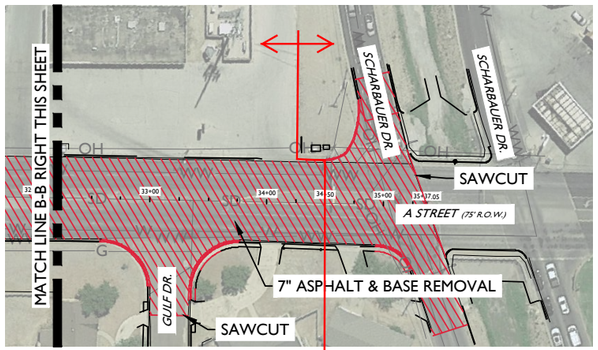
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STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

CITY OF MIDLAND
APPROVED AS NOTED







DEMO NOTES:

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.

ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.

NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR MREOVAL 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.

CONTRACTOR IS TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL

EXISTING CONDITIONS:

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, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS).CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

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.

ALL EXISTING TREES ARE TO REMAIN AND ARE TO BE UNDISTURBED DURING CONSTRUCTION ACTIVITY. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ISSUES OR CONFLICTS WITH EXISTING TREES AND WAIT FOR DIRECTION FROM ENGINEER PRIOR TO PERFORMING ANY ACTIVITY THAT MIGHT HARD A TREE.

0' 120' 240'

SCALE 1" = 120'

CITY OF MIDLAND APPROVED ENGINEER 10/05/2021

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/01/2021

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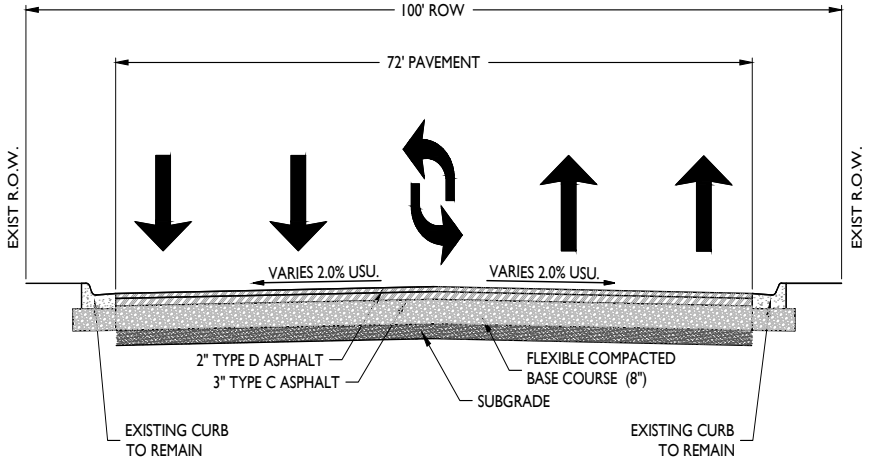
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MIDLAND, TEXAS

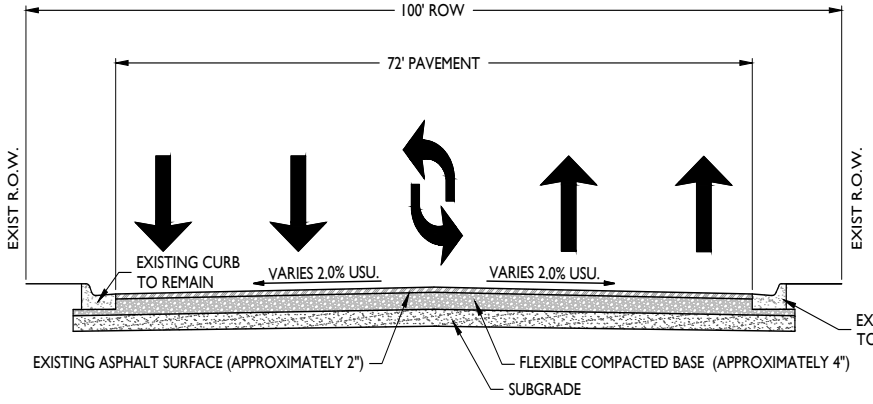
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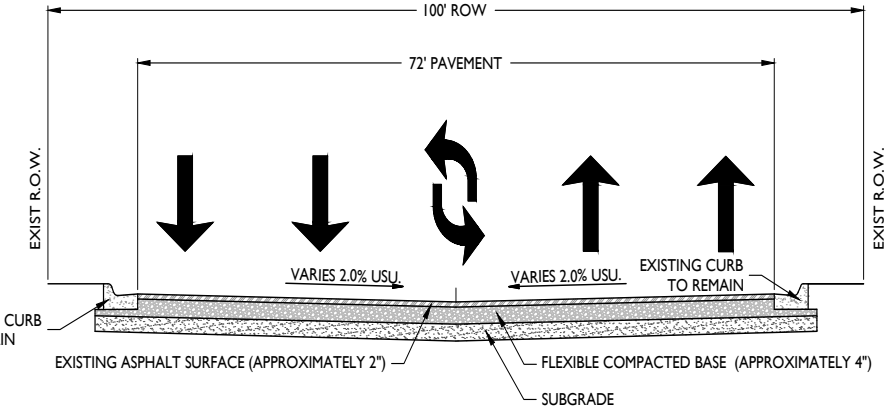
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EXISTING A ST.
STA. 0-22.00 TO STA. 1+73.77
N.T.S.



EXISTING A ST.
STA. 01+73.77 TO STA. 9+30.46
N.T.S.



EXISTING A ST.
STA. 10+21.75 TO STA. 35+00
N.T.S.

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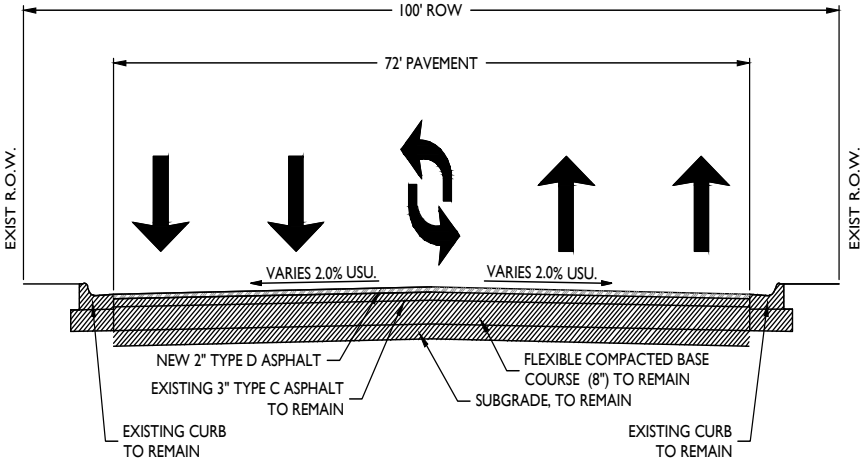
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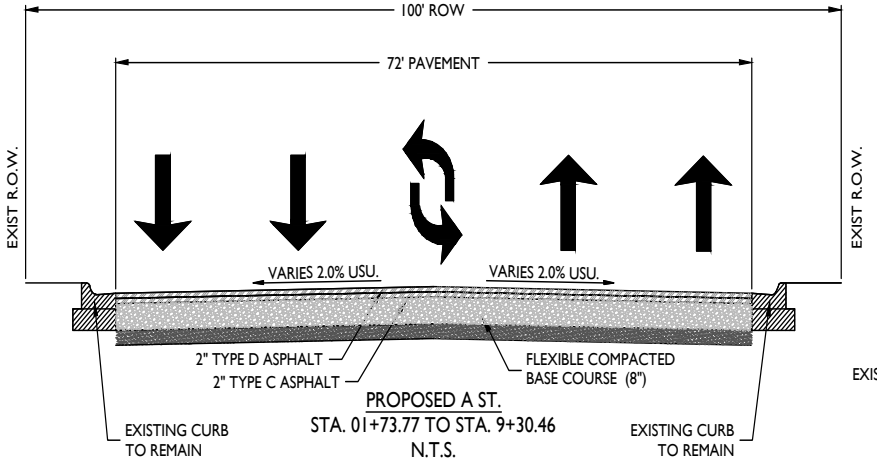
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TYPICAL EXISTING SECTIONS
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

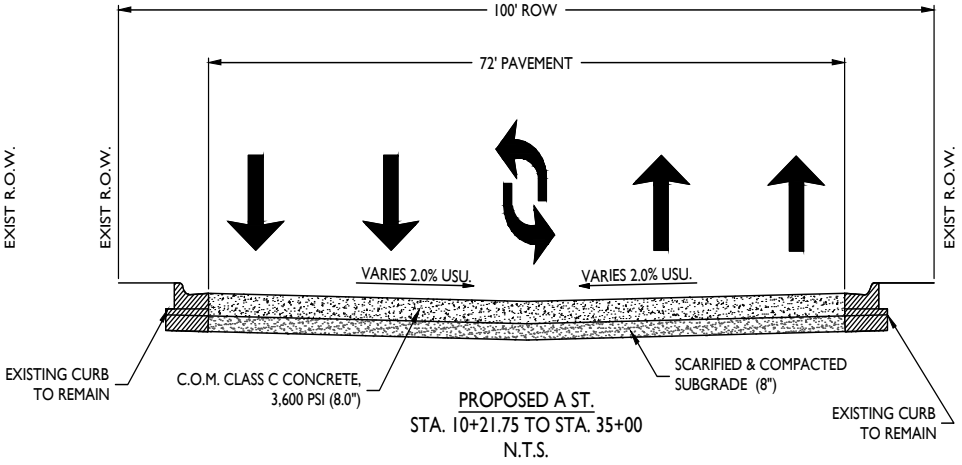
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PROPOSED A ST.
STA. 0-22.00 TO STA. 1+73.77
N.T.S.



PROPOSED A ST.
STA. 01+73.77 TO STA. 9+30.46
N.T.S.



PROPOSED A ST.
STA. 10+21.75 TO STA. 35+00
N.T.S.

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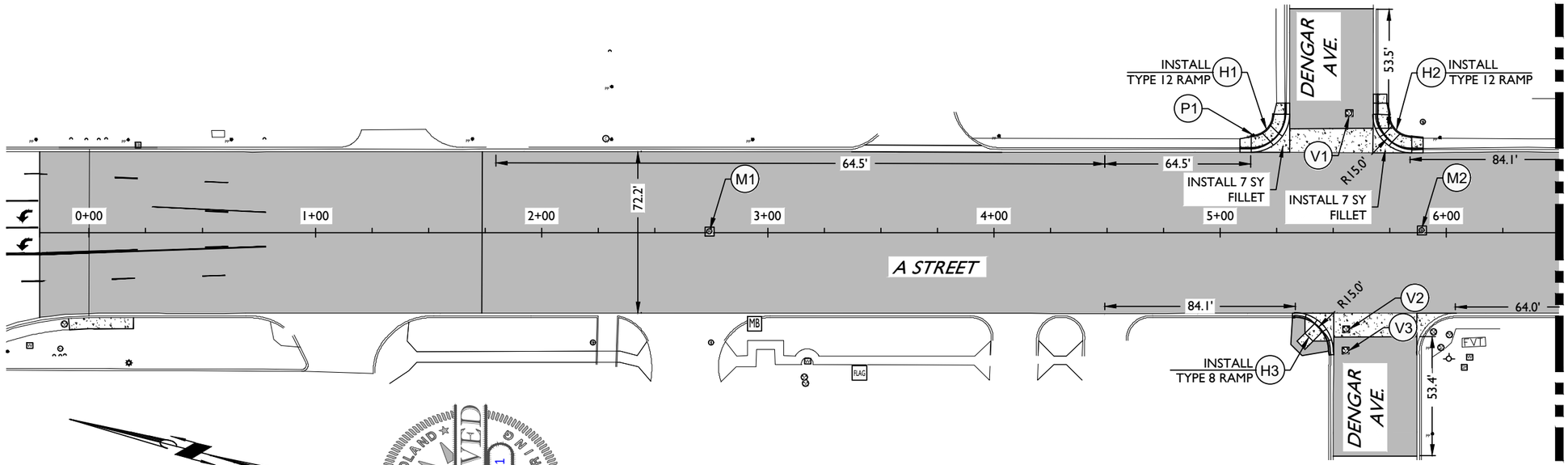
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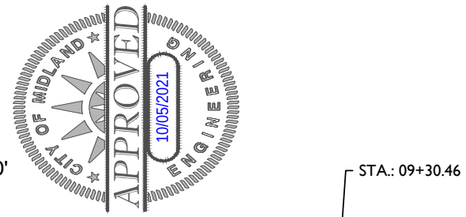
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LEGEND

- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING STORM DRAIN
- DENOTES EXISITNG POWER POLE
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING SIGN
- DENOTES STOP SIGN
- DENOTES EXISTING GAS METER
- DENOTES EXISTING FLAG
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING MAIL BOX
- DENOTES EXISTING IRRIGATION VALVE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING CABLE PEDESTAL
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING TRAFFIC POLE
- SEE MANHOLE COORDINATION TABLE. SHEET 29.
- SEE POWER POLE COORDINATION TABLE. SHEET 29.
- SEE FIRE HYDRANT COORDINATION TABLE. SHEET 29.
- SEE HANDICAP RAMP COORDINATION SHEET 30
- SEE STORMDRAIN COORDINATION SHEET 30
- CONTINUOUSLY REINFORCED PANEL, #6 BARS @ 18" O.C.E.W., SEE JOINTING
- ADA RAMP
- SEE WATER VALVE COORDINATION TABLE. SHEET 29.
- SEE WATER METER COORDINATION TABLE. SHEET 29. WATER METER TO BE MOVED OUT OF CONFLICT AREAS OR REPLACED PER CITY OF MIDLAND DETAILS. CONTRACTOR TO COORDINATE WITH THE CITY OF MIDLAND FOR LOCATIONS.
- SEE GAS RISER COORDINATION TABLE. SHEET 29.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/01/2021

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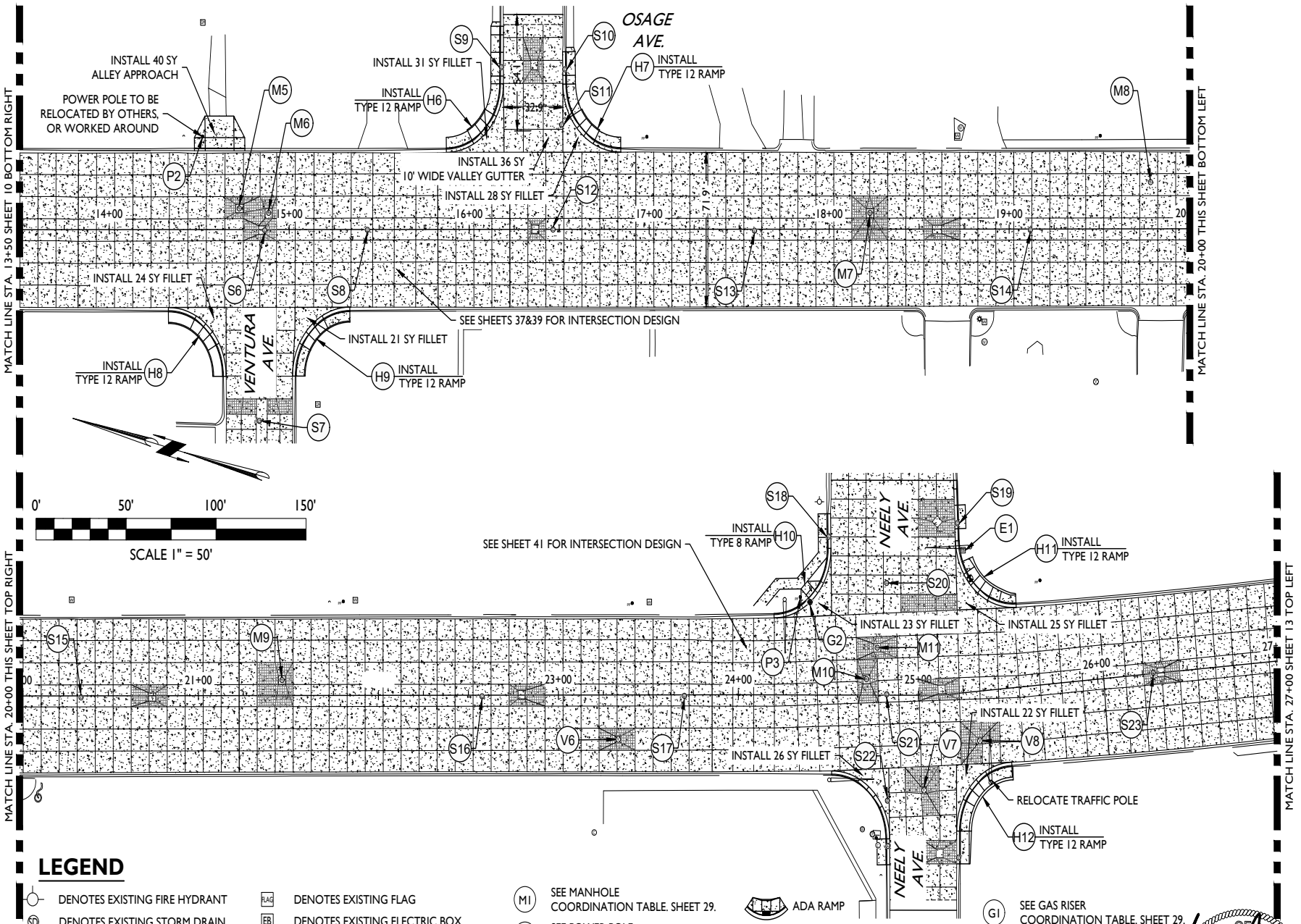
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A STREET PLAN
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

11

PACKET
12.209
November 16, 2021



LEGEND

- DENOTES EXISTING FIRE HYDRANT
- SD DENOTES EXISTING STORM DRAIN
- PP DENOTES EXISITNG POWER POLE
- MH DENOTES EXISTING SEWER MANHOLE
- W DENOTES EXISTING WATER METER
- V DENOTES EXISTING WATER VALVE
- SI DENOTES EXISTING STORM INLET
- S DENOTES STOP SIGN
- GM DENOTES EXISTING GAS METER
- FLAG DENOTES EXISTING FLAG
- EB DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- MB DENOTES EXISTING MAIL BOX
- IV DENOTES EXISTING IRRIGATION VALVE
- CB DENOTES EXISTING CABLE BOX
- TP DENOTES EXISTING TELEPHONE PEDESTAL
- C DENOTES EXISTING CABLE PEDESTAL
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING TRAFFIC POLE
- MI SEE MANHOLE COORDINATION TABLE. SHEET 29.
- PI SEE POWER POLE COORDINATION TABLE. SHEET 29.
- FHI SEE FIRE HYDRANT COORDINATION TABLE. SHEET 29.
- HI SEE HANDICAP RAMP COORDINATION SHEET 30
- SI SEE STORMDRAIN COORDINATION SHEET 30
- CONTINUOUSLY REINFORCED PANEL, #6 BARS @ 18" O.C.E.W., SEE JOINTING
- ADA RAMP
- VI SEE WATER VALVE COORDINATION TABLE. SHEET 29.
- WI SEE WATER METER COORDINATION TABLE. SHEET 29. WATER METER TO BE MOVED OUT OF CONFLICT AREAS OR REPLACED PER CITY OF MIDLAND DETAILS. CONTRACTOR TO COORDINATE WITH THE CITY OF MIDLAND FOR LOCATIONS.
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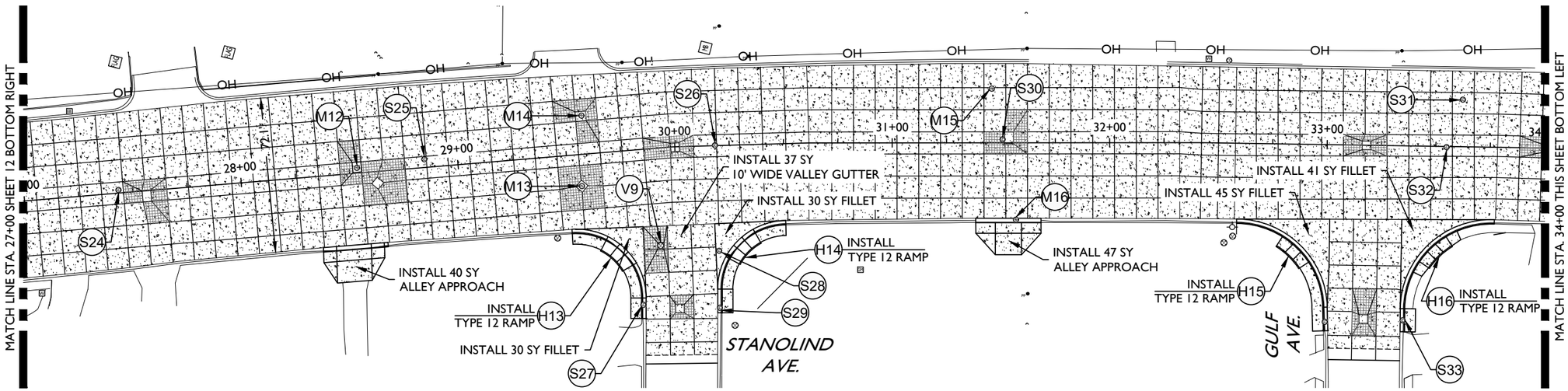
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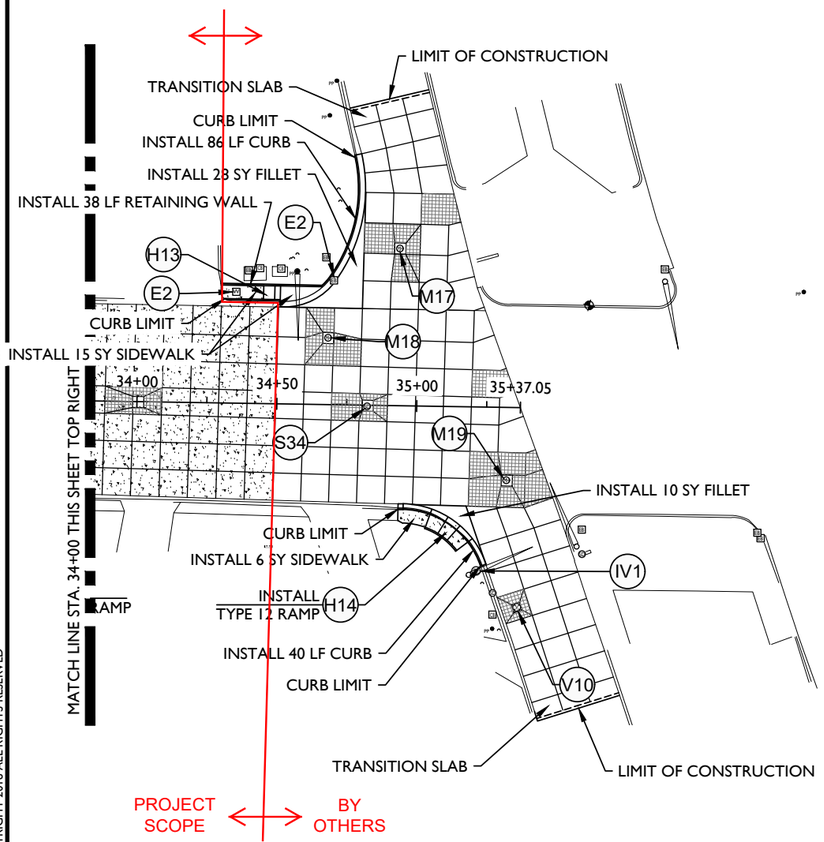
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A STREET PLAN
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS





LEGEND

- DENOTES EXISTING FIRE HYDRANT
- SD DENOTES EXISTING STORM DRAIN
- PP DENOTES EXISITNG POWER POLE
- MH DENOTES EXISTING SEWER MANHOLE
- WM DENOTES EXISTING WATER METER
- V DENOTES EXISTING WATER VALVE
- SI DENOTES EXISTING SIGN
- S DENOTES STOP SIGN
- GM DENOTES EXISTING GAS METER
- FLAG DENOTES EXISTING FLAG
- EB DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING GUY ANCHOR
- MB DENOTES EXISTING MAIL BOX
- IV DENOTES EXISTING IRRIGATION VALVE
- CB DENOTES EXISTING CABLE BOX
- TP DENOTES EXISTING TELEPHONE PEDESTAL
- C DENOTES EXISTING CABLE PEDESTAL
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING TRAFFIC POLE

- ADA RAMP
- V1 SEE WATER VALVE COORDINATION TABLE. SHEET 29.
- W1 SEE WATER METER COORDINATION TABLE. SHEET 29. WATER METER TO BE MOVED OUT OF CONFLICT AREAS OR REPLACED PER CITY OF MIDLAND DETAILS. CONTRACTOR TO COORDINATE WITH THE CITY OF MIDLAND FOR LOCATIONS.
- M1 SEE MANHOLE COORDINATION TABLE. SHEET 29.
- P1 SEE POWER POLE COORDINATION TABLE. SHEET 29.
- FH1 SEE FIRE HYDRANT COORDINATION TABLE. SHEET 29.
- H1 SEE HANDICAP RAMP COORDINATION SHEET 30
- S1 SEE HANDICAP RAMP COORDINATION SHEET 30
- G1 SEE GAS RISER COORDINATION SHEET 30

CITY OF MIDLAND APPROVED ENGINEER 10/05/2021

0' 50' 100' 150'

SCALE 1" = 50'

STATE OF TEXAS
ANDREW L. MELLEN
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10/01/2021

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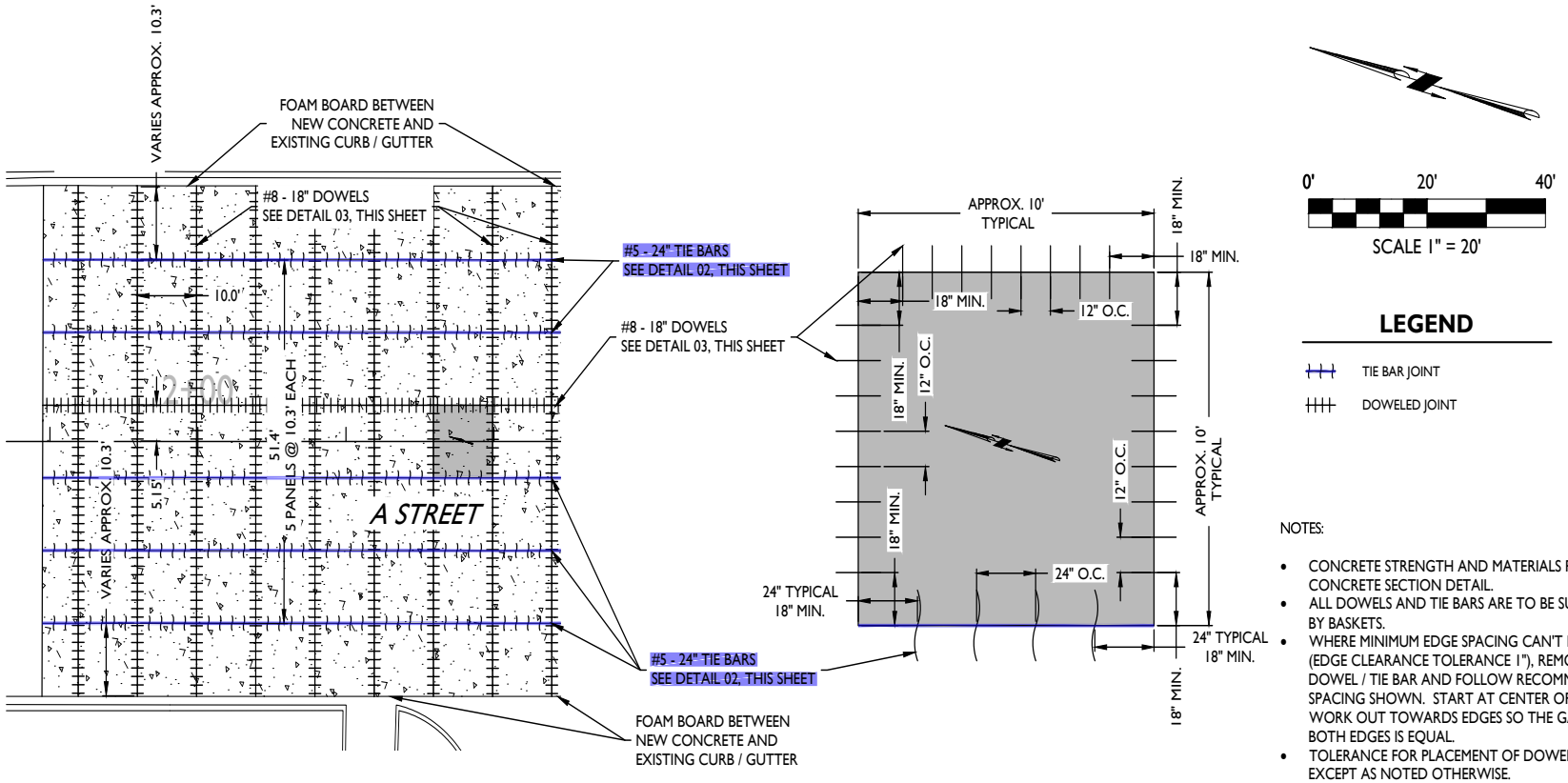
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MIDLAND, TEXAS

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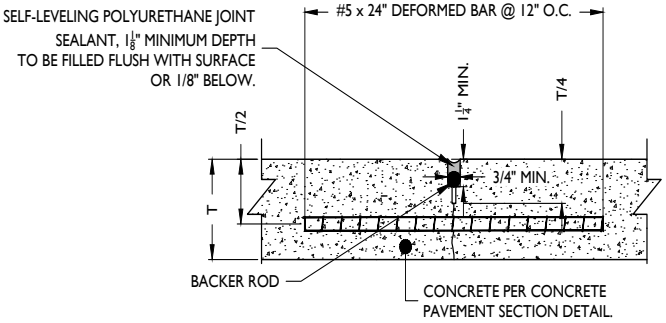


NOTES:

- CONCRETE STRENGTH AND MATERIALS PER CONCRETE SECTION DETAIL.
- ALL DOWELS AND TIE BARS ARE TO BE SUPPORTED BY BASKETS.
- WHERE MINIMUM EDGE SPACING CAN'T BE MET (EDGE CLEARANCE TOLERANCE 1"), REMOVE A DOWEL / TIE BAR AND FOLLOW RECOMMENDED SPACING SHOWN. START AT CENTER OF SLAB AND WORK OUT TOWARDS EDGES SO THE GAP ON BOTH EDGES IS EQUAL.
- TOLERANCE FOR PLACEMENT OF DOWELS IS +-1/4" EXCEPT AS NOTED OTHERWISE.
- REMOVE SHIPPING WIRES FROM DOWEL BASKETS.

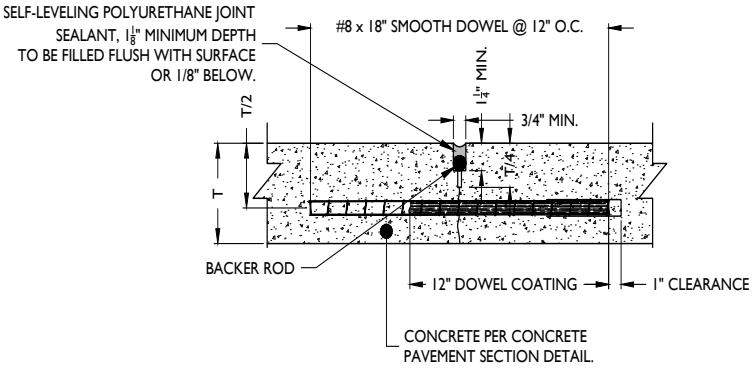
1 STANDARD JOINTING

1"=20', VERIFY VS. BARSCALE



2 TIE BAR JOINT

N.T.S.



3 DOWEL BAR JOINT

N.T.S.

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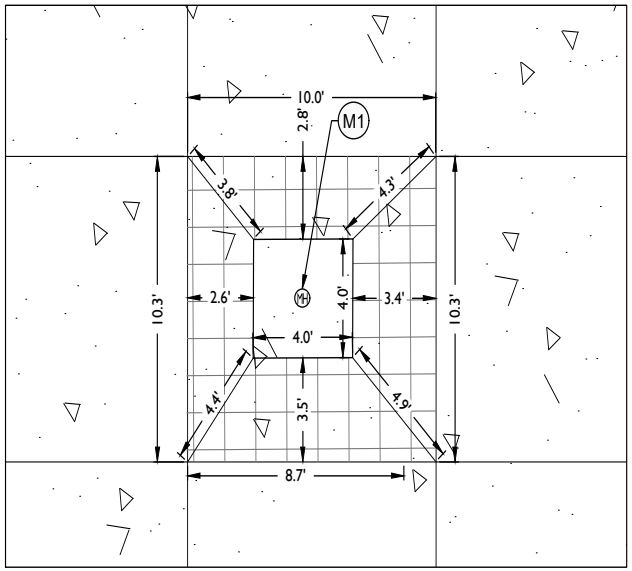
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APPROVED BY: ALM
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JOINTING PLAN DETAILS
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
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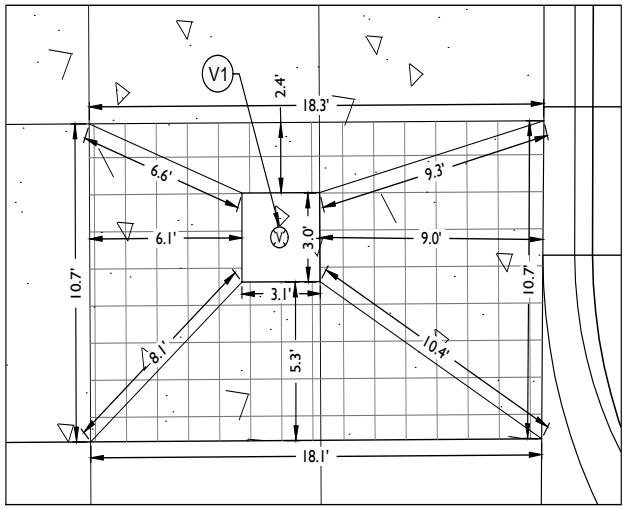
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1 SPECIAL JOINTING STA:2+42.42

1"=5', VERIFY VS. BARSCALE



2 SPECIAL JOINTING STA:5+57.04

1"=5', VERIFY VS. BARSCALE

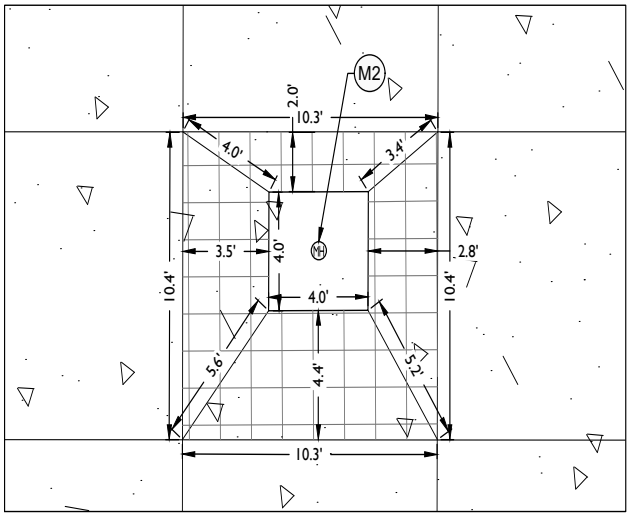


0' 5' 10'

SCALE 1" = 5'

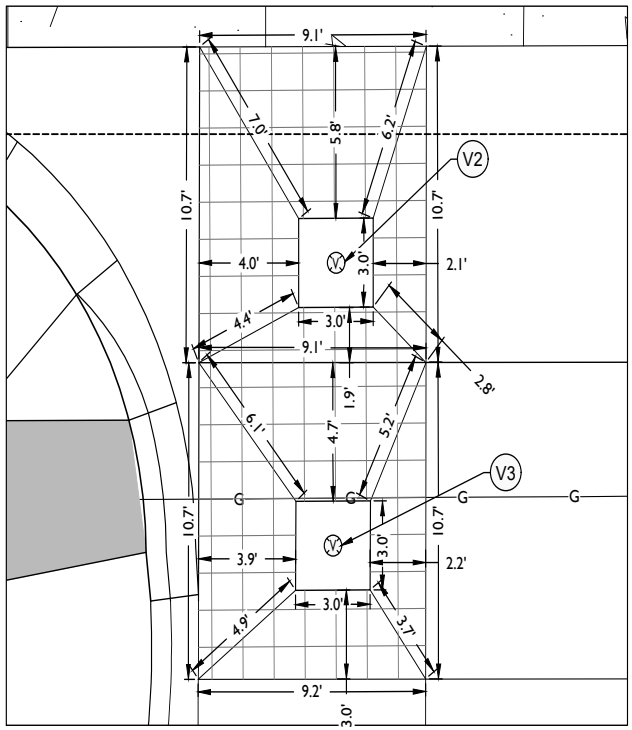
REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.



3 SPECIAL JOINTING STA:5+89.31

1"=5', VERIFY VS. BARSCALE



4 SPECIAL JOINTING STA:5+55.66

1"=5', VERIFY VS. BARSCALE

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ANDREW L. MELLEN
106572
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PROFESSIONAL ENGINEER

10/01/2021

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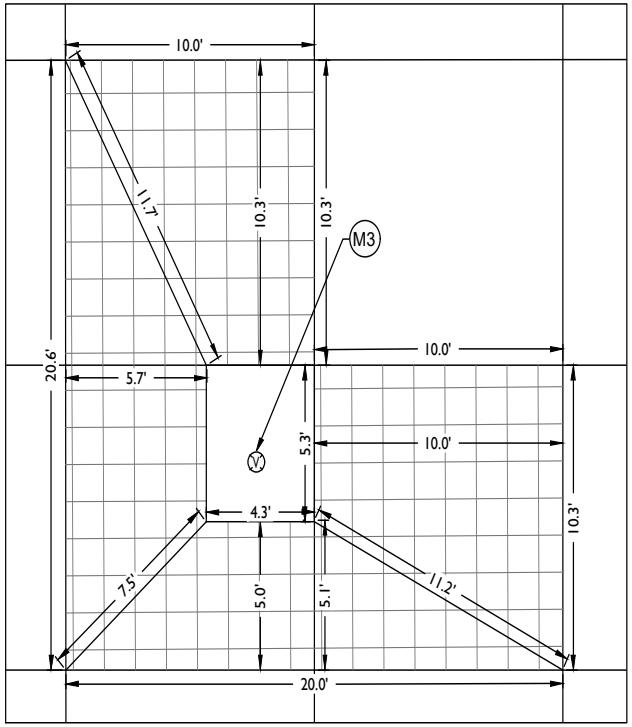
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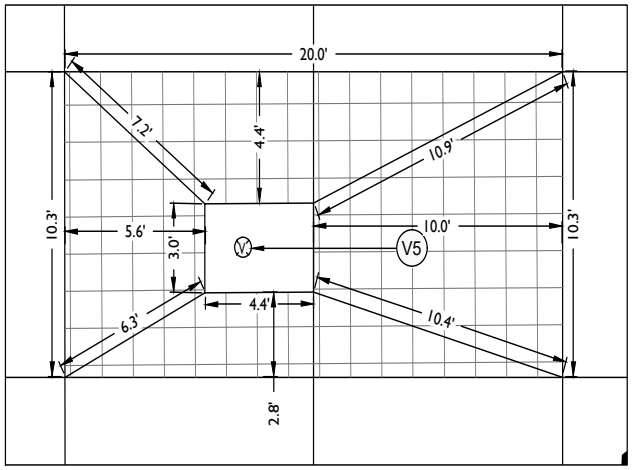
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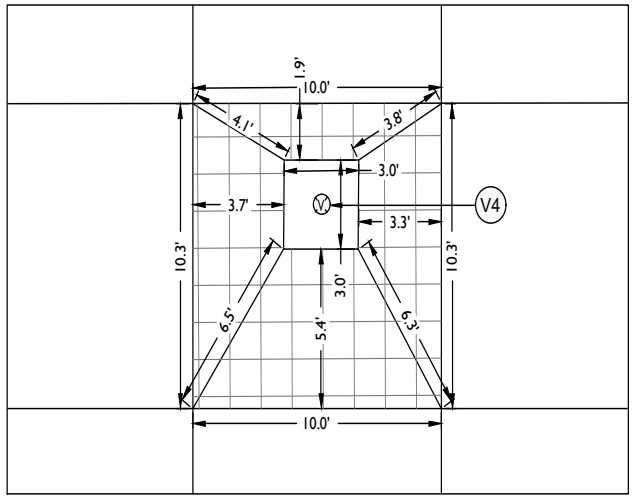
1 SPECIAL JOINTING STA:9+48.27

1"=5', VERIFY VS. BARSCALE



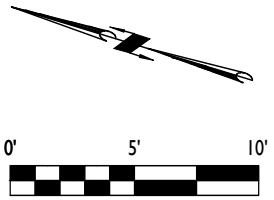
3 SPECIAL JOINTING STA:10+87.58

1"=5', VERIFY VS. BARSCALE



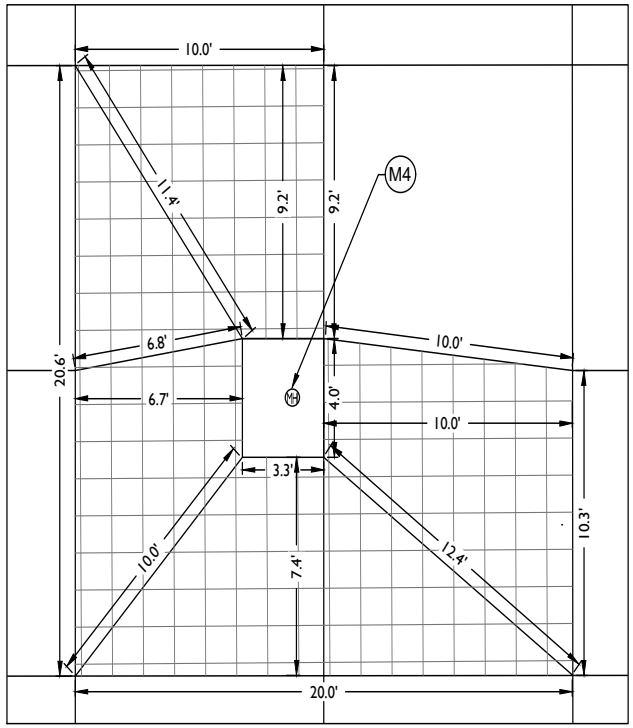
2 SPECIAL JOINTING STA:9+85.61

1"=5', VERIFY VS. BARSCALE



REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.



4 SPECIAL JOINTING STA:11+89.17

1"=5', VERIFY VS. BARSCALE

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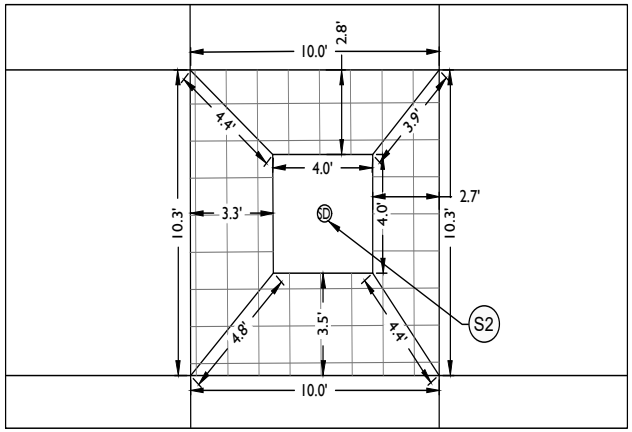
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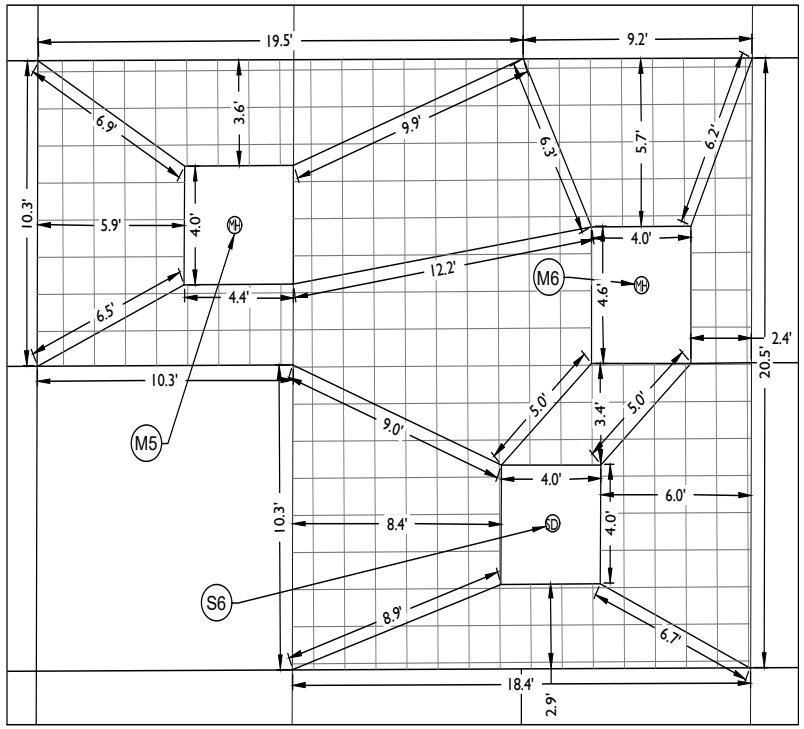
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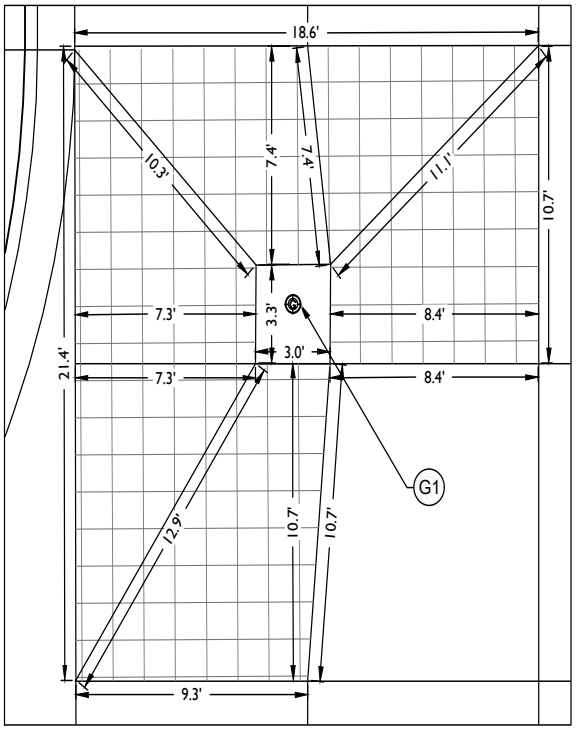
1 SPECIAL JOINTING STA:12+81.15

1"=5', VERIFY VS. BARSCALE



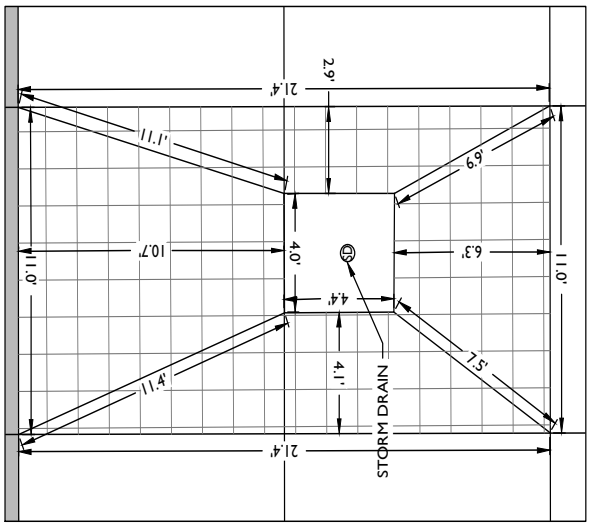
1 SPECIAL JOINTING STA:14+86.37

1"=5', VERIFY VS. BARSCALE



1 SPECIAL JOINTING STA:12+75.84

1"=5', VERIFY VS. BARSCALE



1 SPECIAL JOINTING STA:16+36.22

1"=5', VERIFY VS. BARSCALE

0' 5' 10'

SCALE 1" = 5'

REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.

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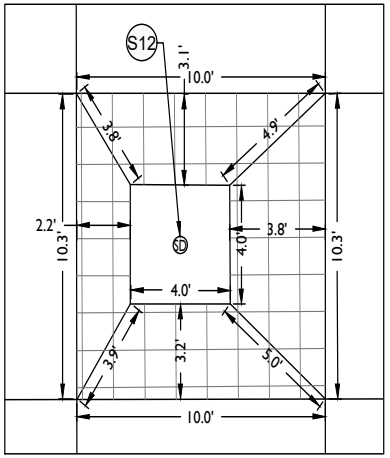
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106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

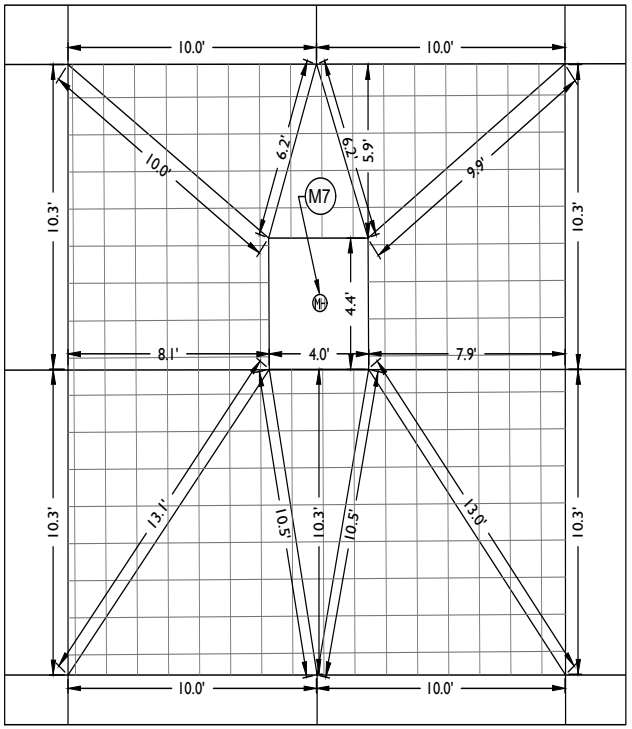
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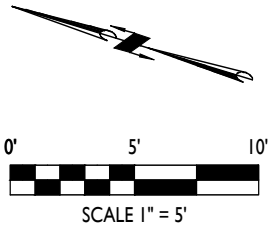
1 SPECIAL JOINTING STA:16+36.77

1"=5', VERIFY VS. BARSCALE



2 SPECIAL JOINTING STA:18+22.69

1"=5', VERIFY VS. BARSCALE

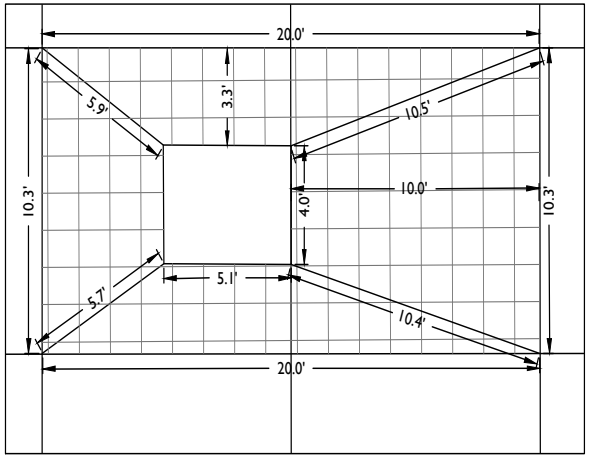


0' 5' 10'

SCALE 1" = 5'

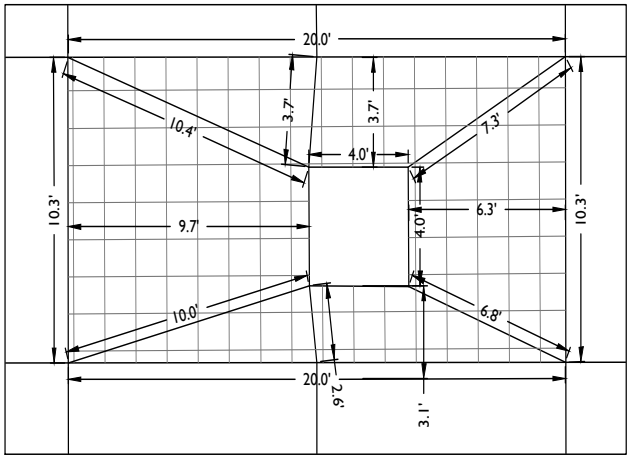
REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.



3 SPECIAL JOINTING STA:18+59.87

1"=5', VERIFY VS. BARSCALE



4 SPECIAL JOINTING STA:20+72.40

1"=5', VERIFY VS. BARSCALE

STATE OF TEXAS
ANDREW L. MELLEN
106572
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PROFESSIONAL ENGINEER
10/01/2021

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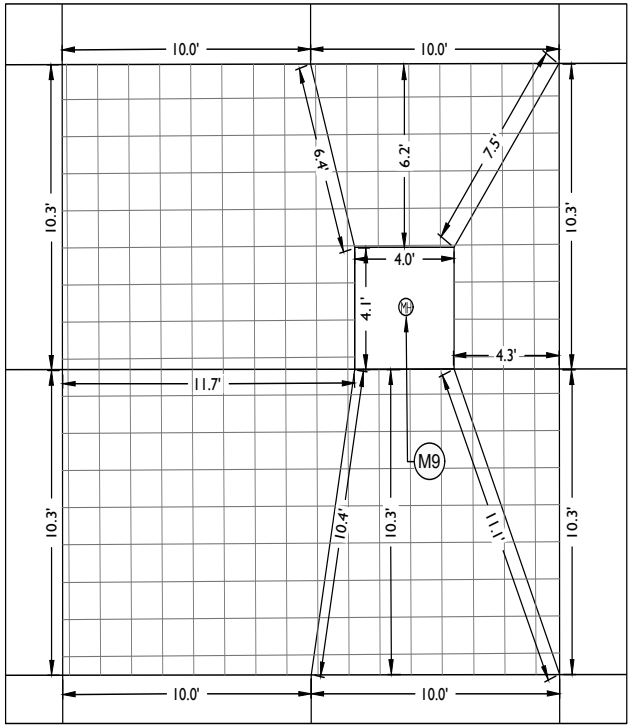
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18

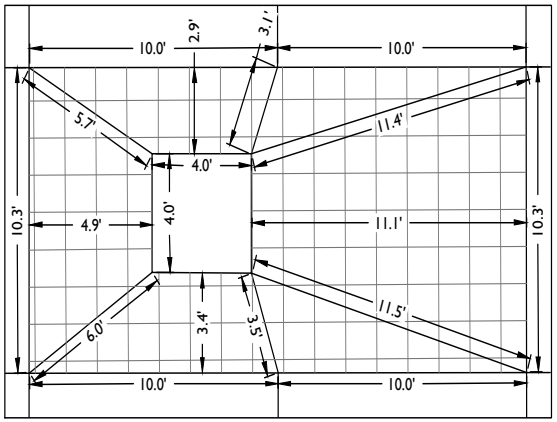
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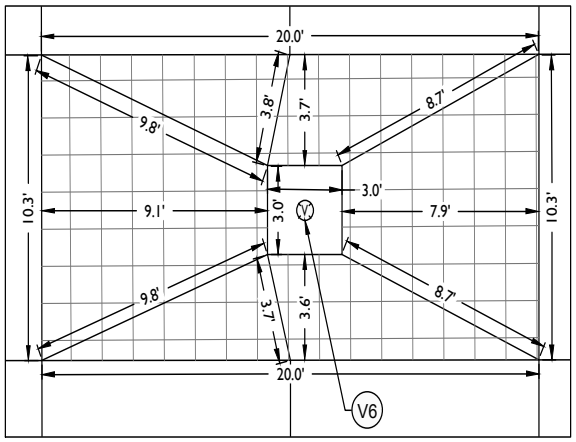
1 SPECIAL JOINTING STA:21+46.36

1"=5', VERIFY VS. BARSCALE



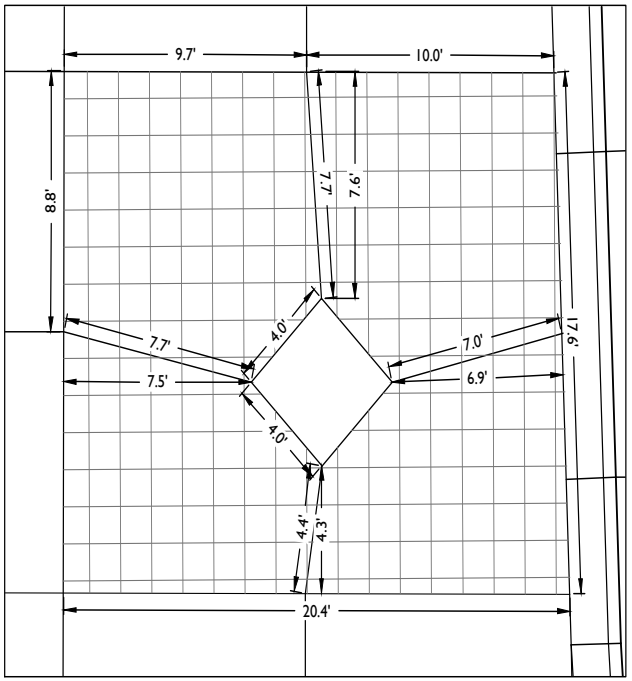
2 SPECIAL JOINTING STA:22+79.54

1"=5', VERIFY VS. BARSCALE



3 SPECIAL JOINTING STA:23+33.19

1"=5', VERIFY VS. BARSCALE



4 SPECIAL JOINTING STA:25+17.33

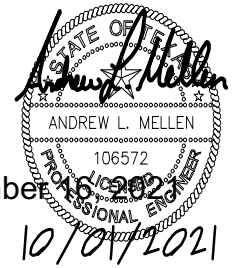
1"=5', VERIFY VS. BARSCALE



SCALE 1" = 5'

REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.



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PROJECT NO. 200092

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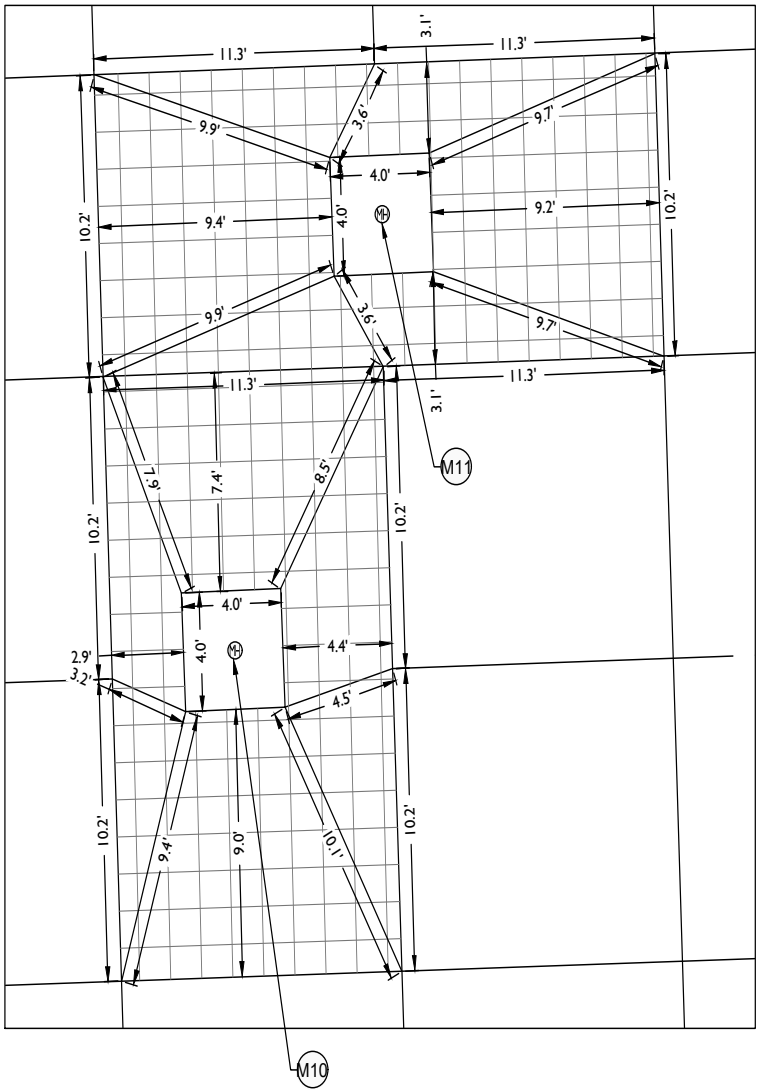
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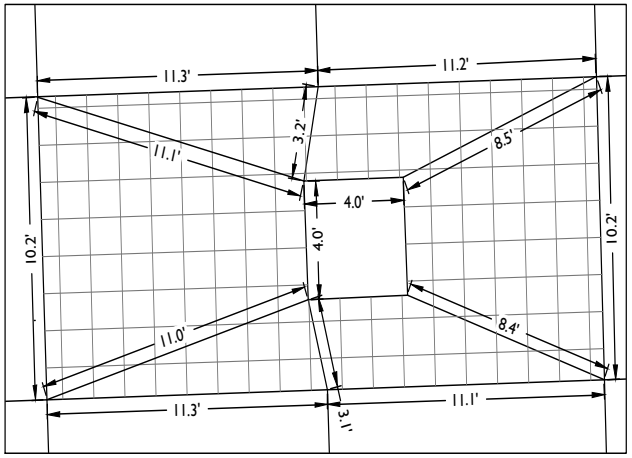
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1 SPECIAL JOINTING STA:24+71.14

1"=5', VERIFY VS. BARSCALE



2 SPECIAL JOINTING STA:25+13.26

1"=5', VERIFY VS. BARSCALE

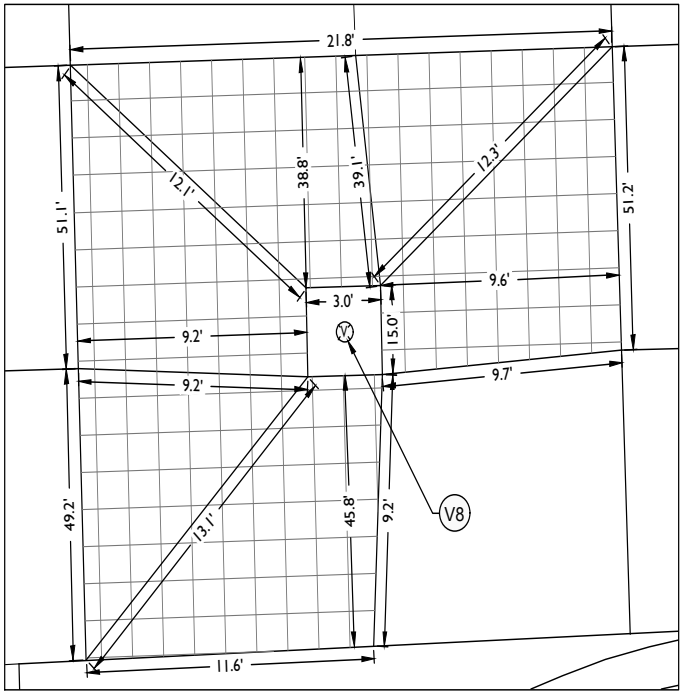


0' 5' 10'

SCALE 1" = 5'

REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.



3 SPECIAL JOINTING STA:25+22.56

1"=5', VERIFY VS. BARSCALE

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12.218

November 16, 2021

STATE OF TEXAS
ANDREW L. MELLEN
106572
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PROFESSIONAL ENGINEER

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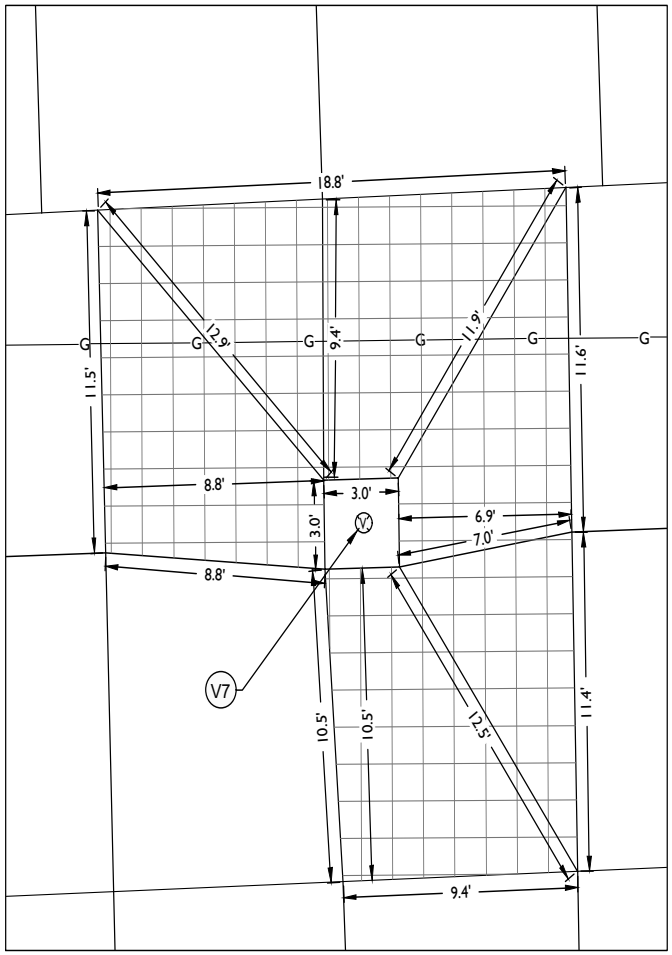
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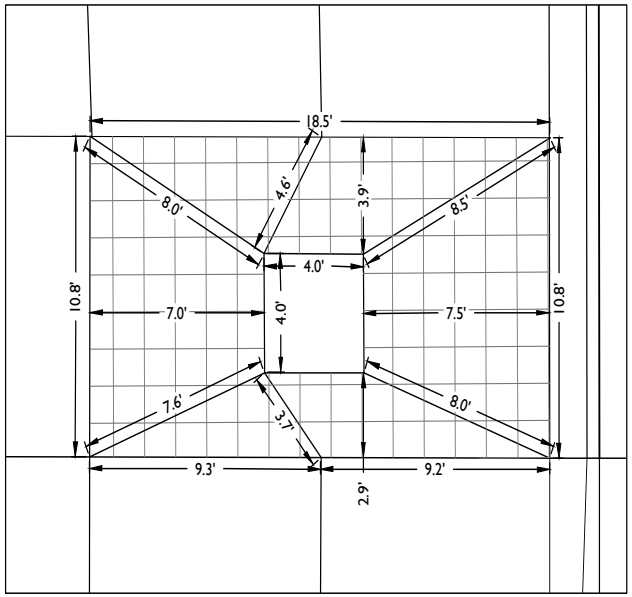
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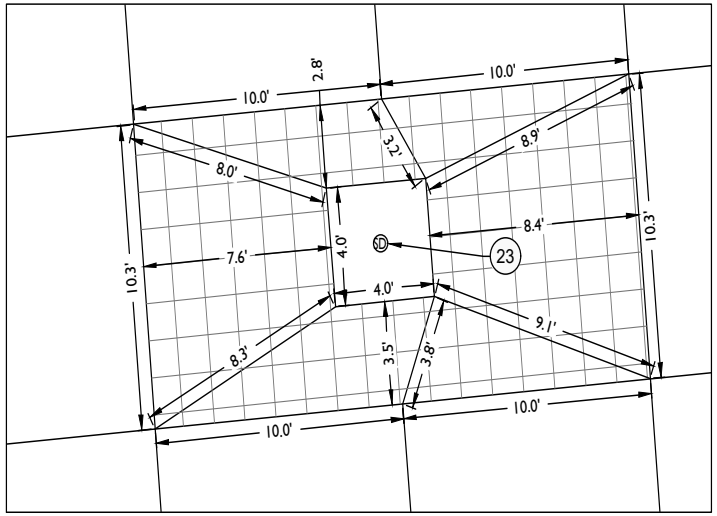
1 SPECIAL JOINTING STA:25+03.29

1"=5', VERIFY VS. BARSCALE



2 SPECIAL JOINTING STA:25+11.04

1"=5', VERIFY VS. BARSCALE



3 SPECIAL JOINTING STA:26+30.95

1"=5', VERIFY VS. BARSCALE



0' 5' 10'

SCALE 1" = 5'

REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.

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12.219

November 16, 2021

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STATE OF TEXAS

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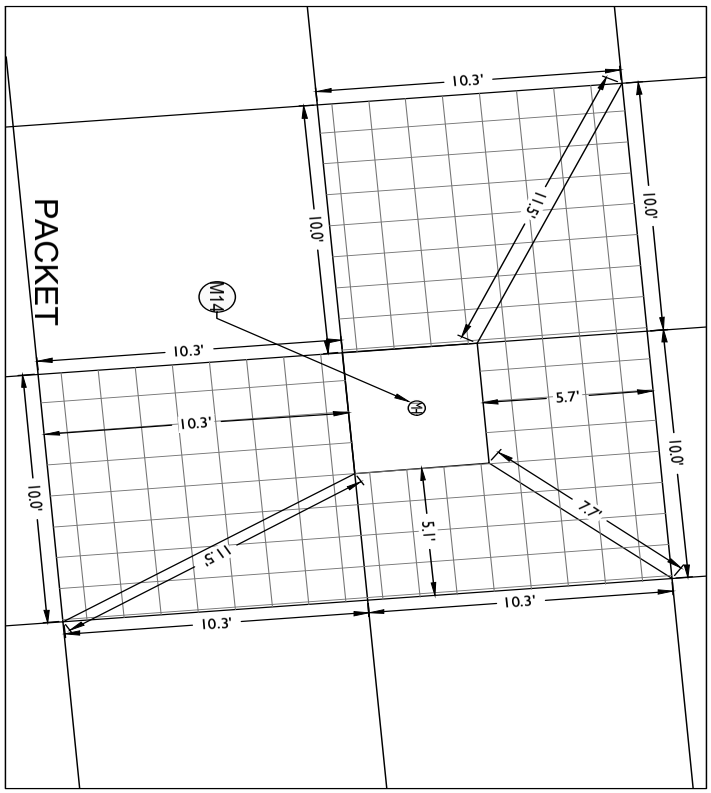
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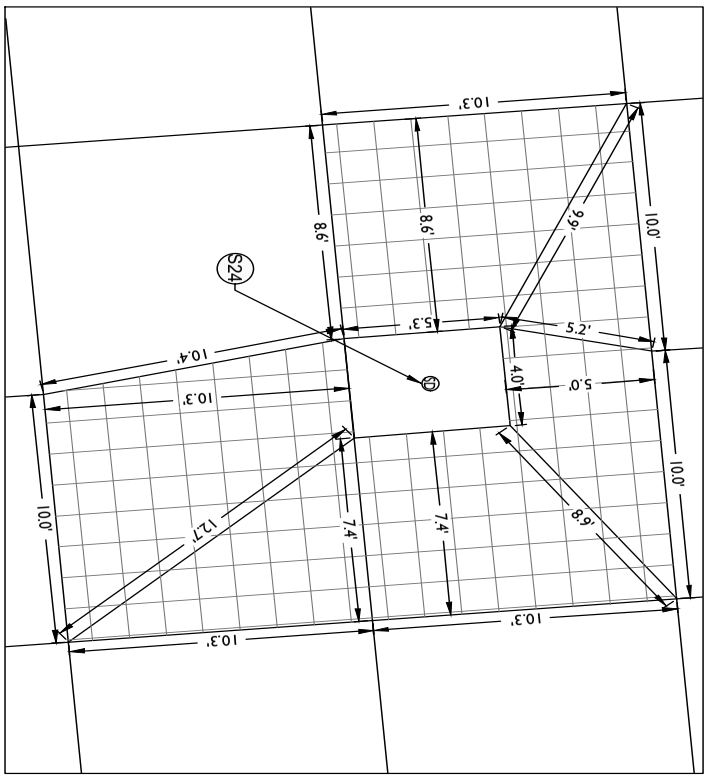
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PACKET



2 SPECIAL JOINTING STA:29+58.50

1"=5', VERIFY VS. BARSCALE

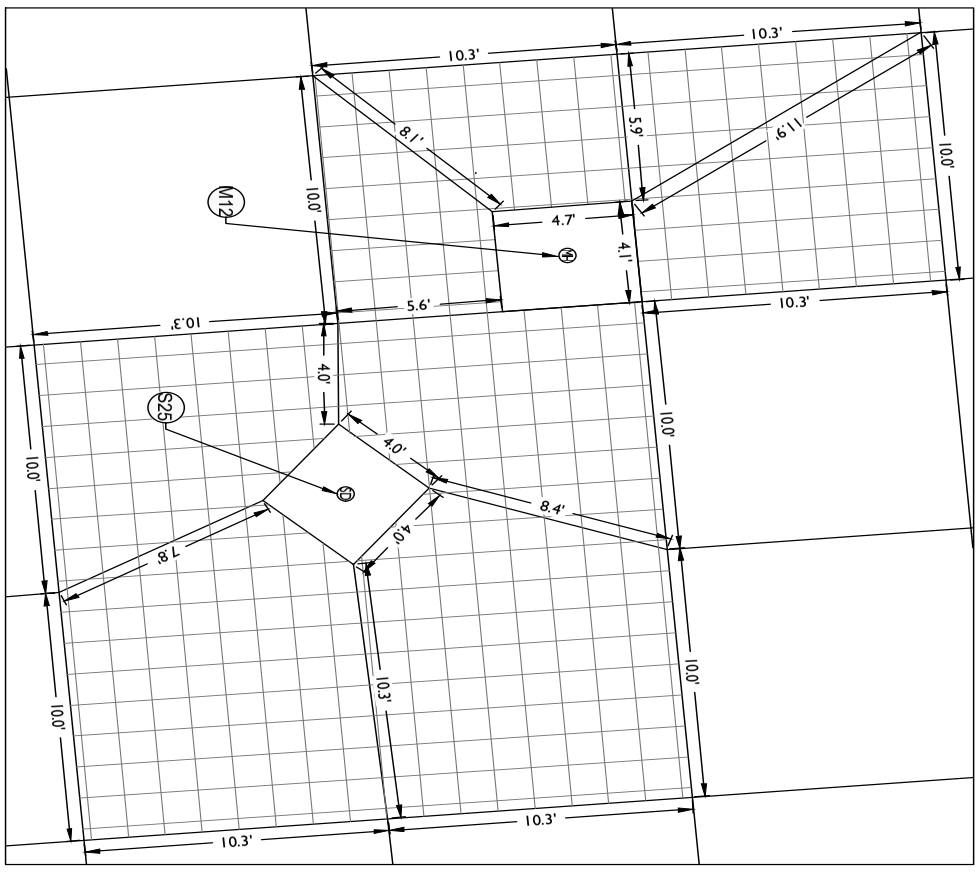


1 SPECIAL JOINTING STA:27+56.29

1"=5', VERIFY VS. BARSCALE

3 SPECIAL JOINTING STA:28+53.29

1"=5', VERIFY VS. BARSCALE



REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCHLAND DOES NOT 12 COMMAND TO ACTUAL STEEL PLACEMENT.

SCALE 1" = 5' 0' 5' 10'

November 15, 2021

STATE OF TEXAS
ANDREW L. MELLEN
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LICENSED PROFESSIONAL ENGINEER
10/01/2021

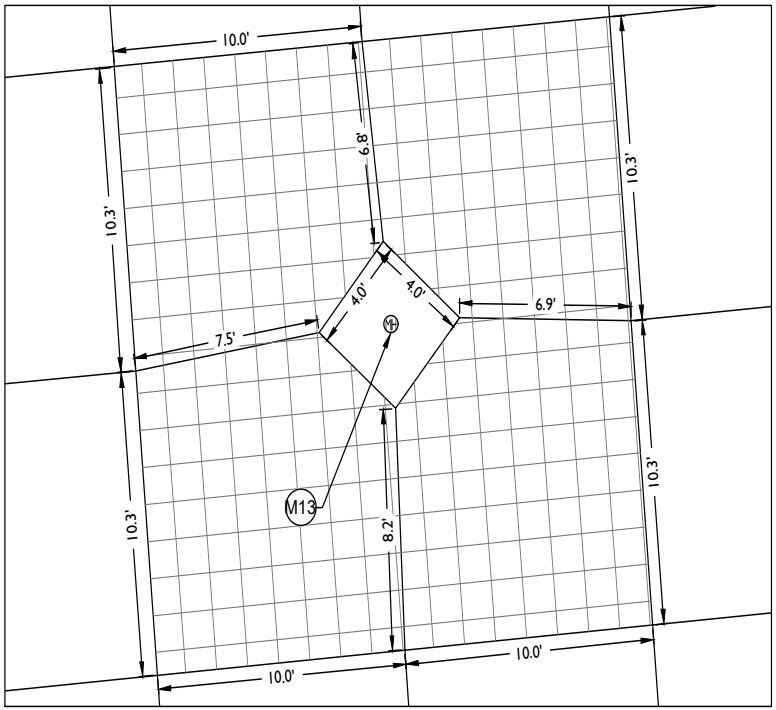
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DATE:	10/01/2021
JOB:	200092

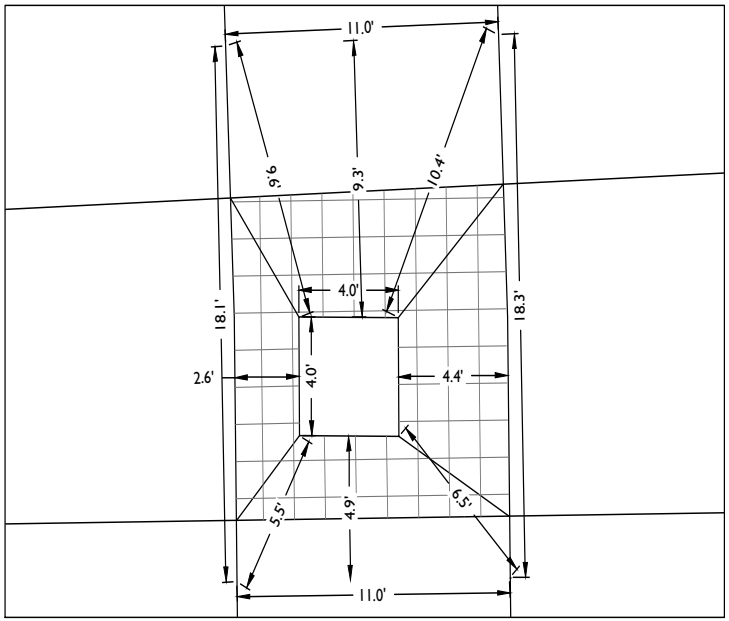
Δ	REVISIONS	BY	APPR.	DATE

811 Know what's below. Call before you dig.



1 SPECIAL JOINTING STA:29+55.94

1"=5', VERIFY VS. BARSCALE

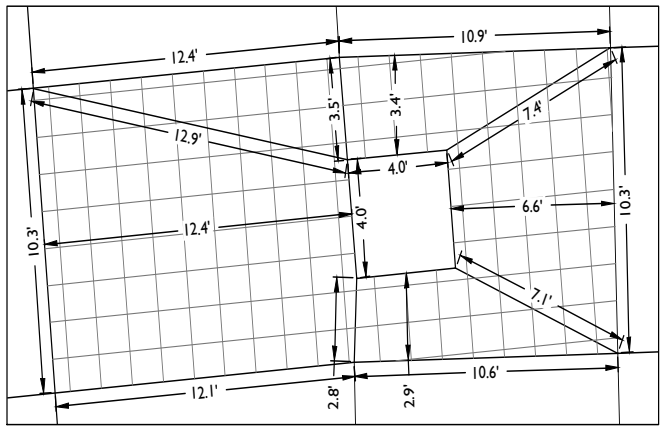


2 SPECIAL JOINTING STA:29+96.13

1"=5', VERIFY VS. BARSCALE

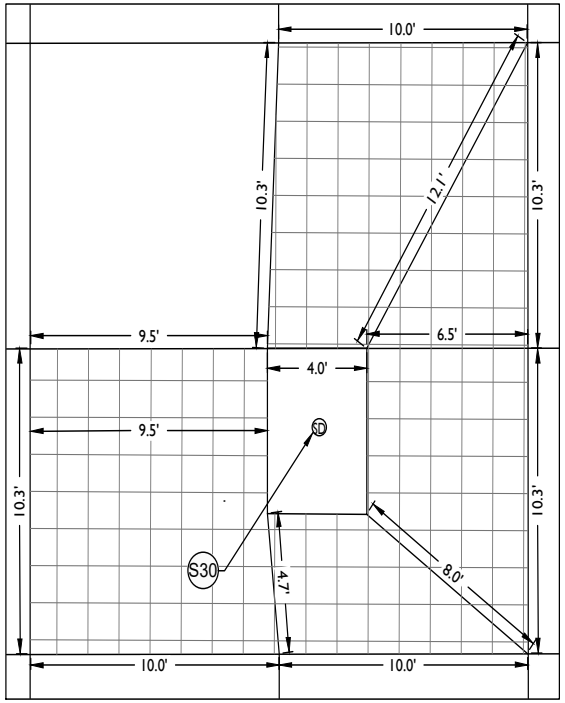
REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.



3 SPECIAL JOINTING STA:30+00.00

1"=5', VERIFY VS. BARSCALE

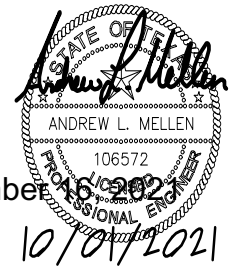


4 SPECIAL JOINTING STA:31+53.75

1"=5', VERIFY VS. BARSCALE

0' 5' 10'

SCALE 1" = 5'



10/01/2021

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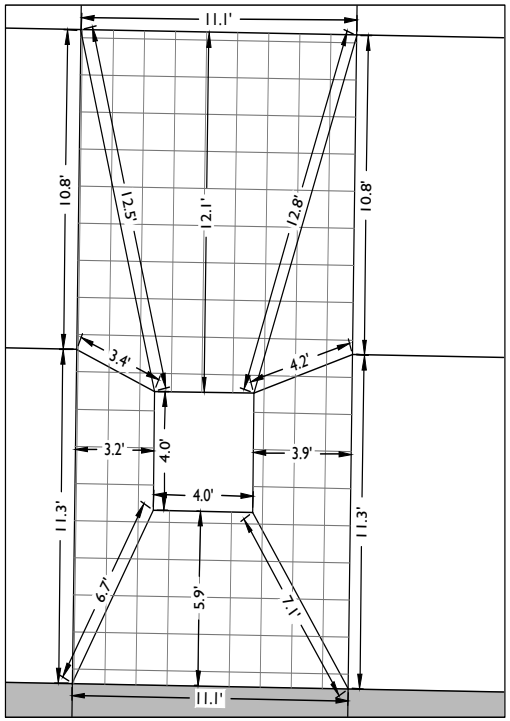
DRAWN BY: TDE
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

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JOINTING PLAN DETAILS
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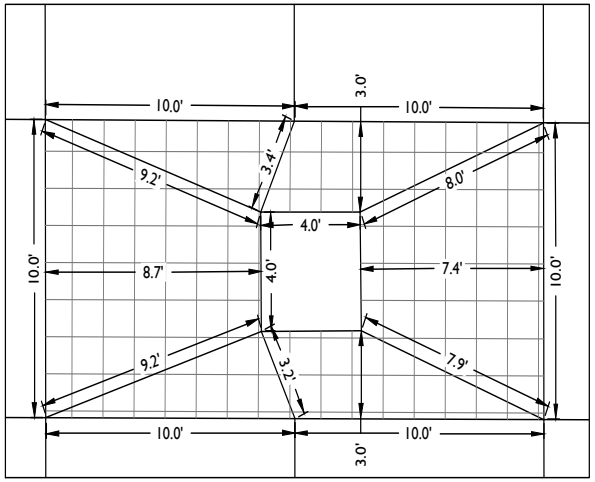
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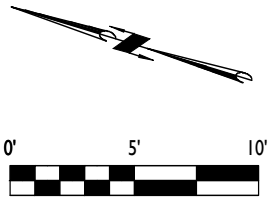
1 SPECIAL JOINTING STA:33+17.91

1"=5', VERIFY VS. BARSCALE



2 SPECIAL JOINTING STA:33+18.16

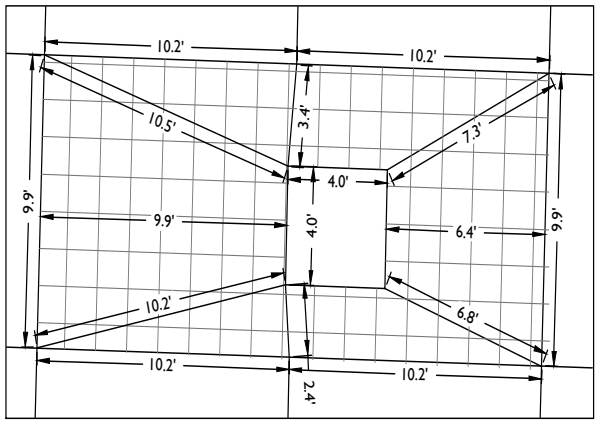
1"=5', VERIFY VS. BARSCALE



SCALE 1" = 5'

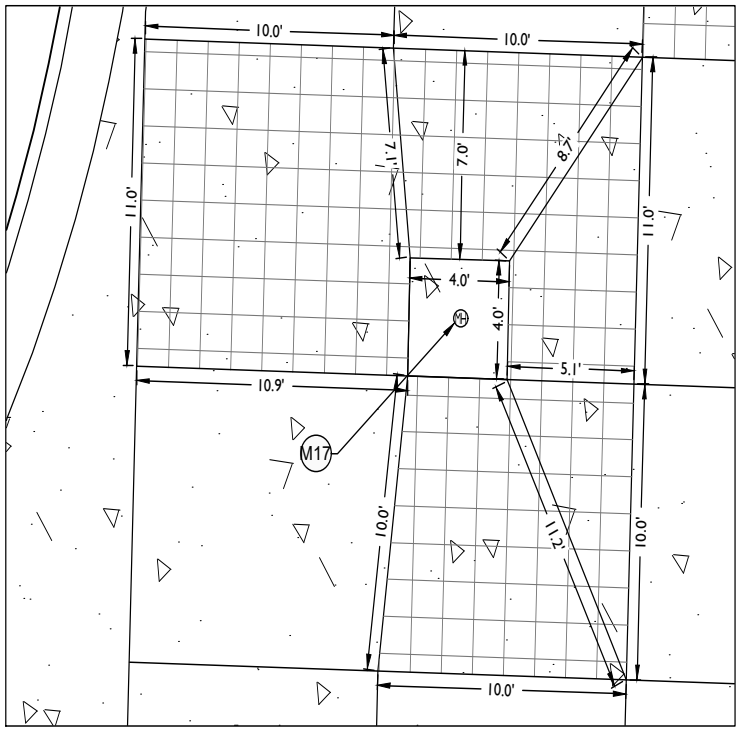
REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.



3 SPECIAL JOINTING STA:34+00.00

1"=5', VERIFY VS. BARSCALE



4 SPECIAL JOINTING STA:34+93.12

1"=5', VERIFY VS. BARSCALE

PARKLEY

12.2022

November 16, 2021

BY OTHERS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/1/2021

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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

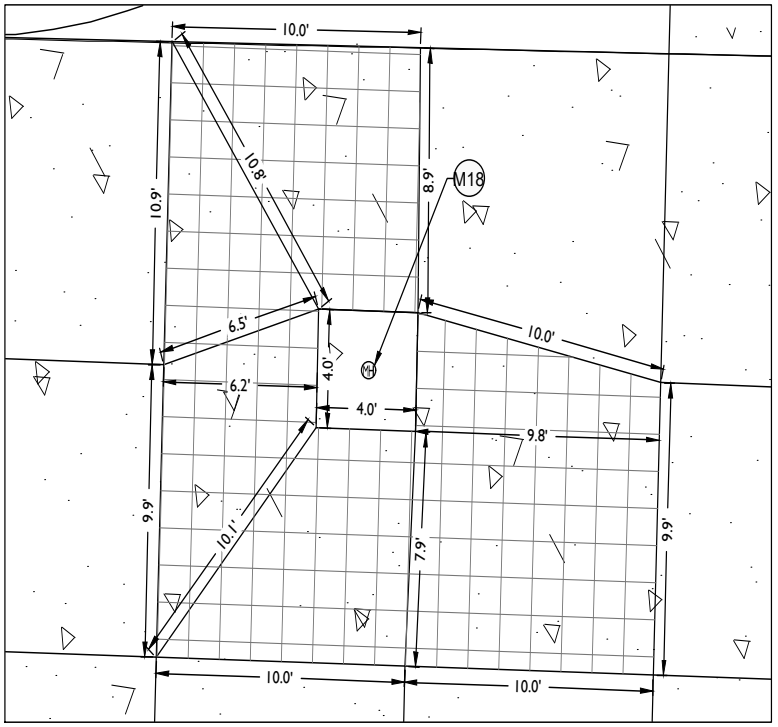
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JOINTING PLAN DETAILS
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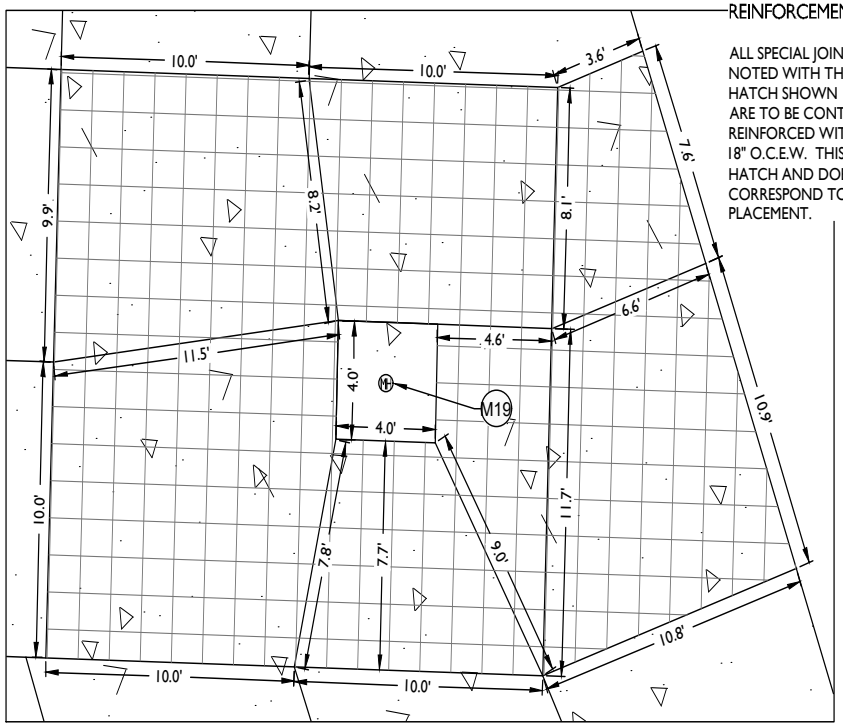
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2 SPECIAL JOINTING STA:34+67.94

1"=5', VERIFY VS. BARSCALE

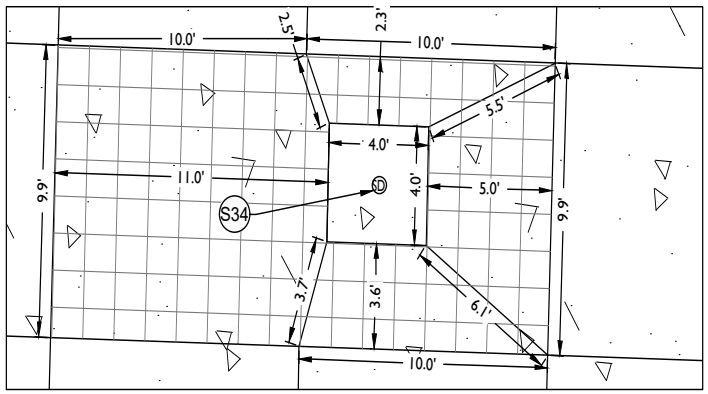


REINFORCEMENT NOTES:

ALL SPECIAL JOINTING PANELS NOTED WITH THE HATCH SHOWN ARE TO BE CONTINUOUSLY REINFORCED WITH #6 BARS @ 18" O.C.E.W. THIS IS ONLY A HATCH AND DOES NOT CORRESPOND TO ACTUAL STEEL PLACEMENT.

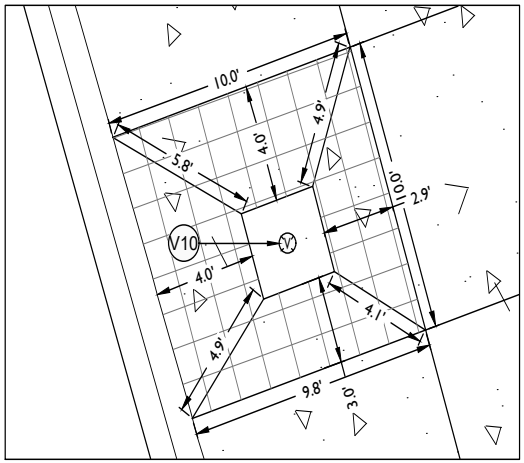
2 SPECIAL JOINTING STA:34+82.31

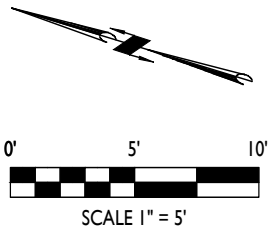
1"=5', VERIFY VS. BARSCALE



2 SPECIAL JOINTING STA:35+37.05

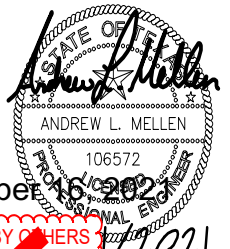
1"=5', VERIFY VS. BARSCALE





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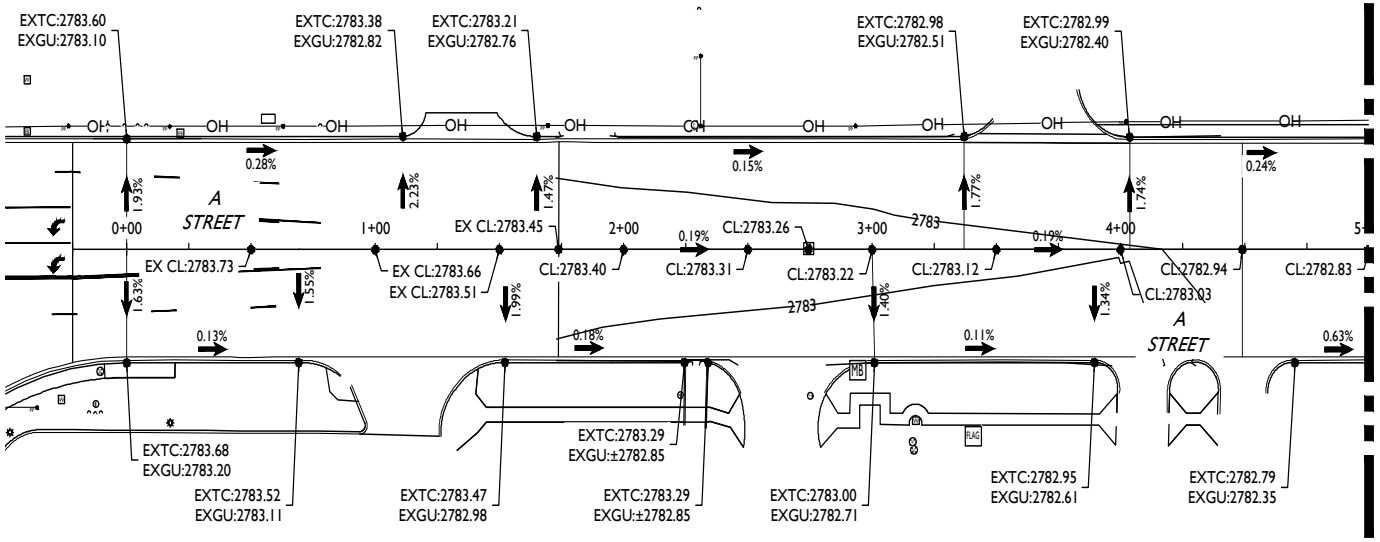
BY	APPR.	DATE

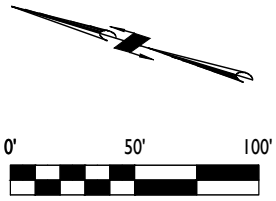
Δ	REVISIONS

DRAWN BY: TDE
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

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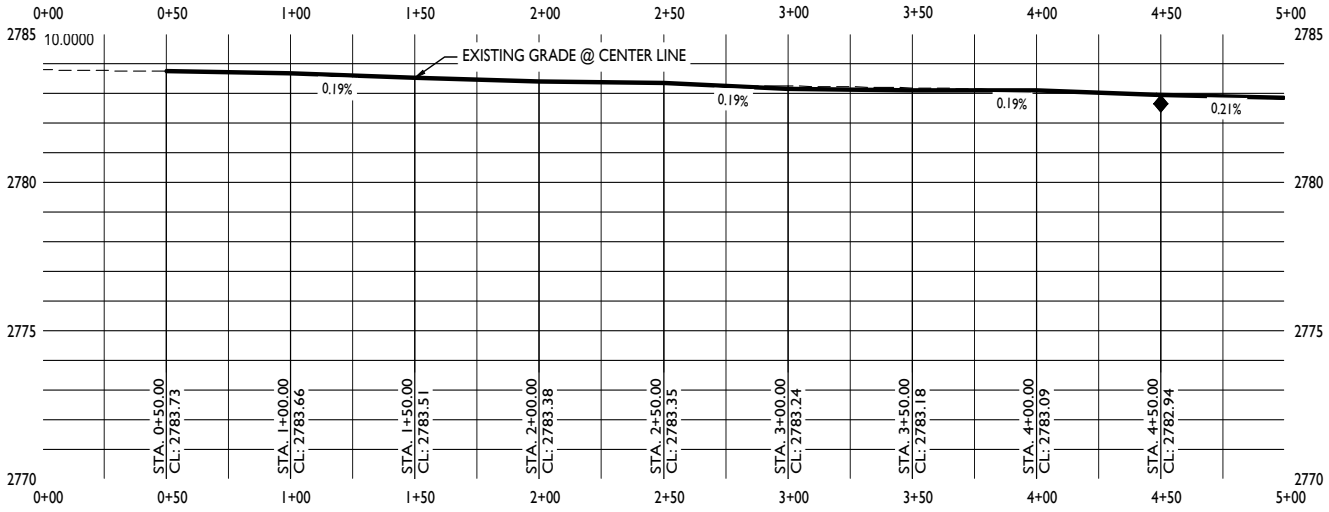
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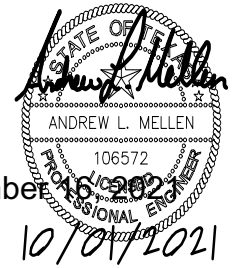
LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY



PROFILE @ CENTERLINE

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



10/01/2021

PACKET 12.224 November 16, 2021

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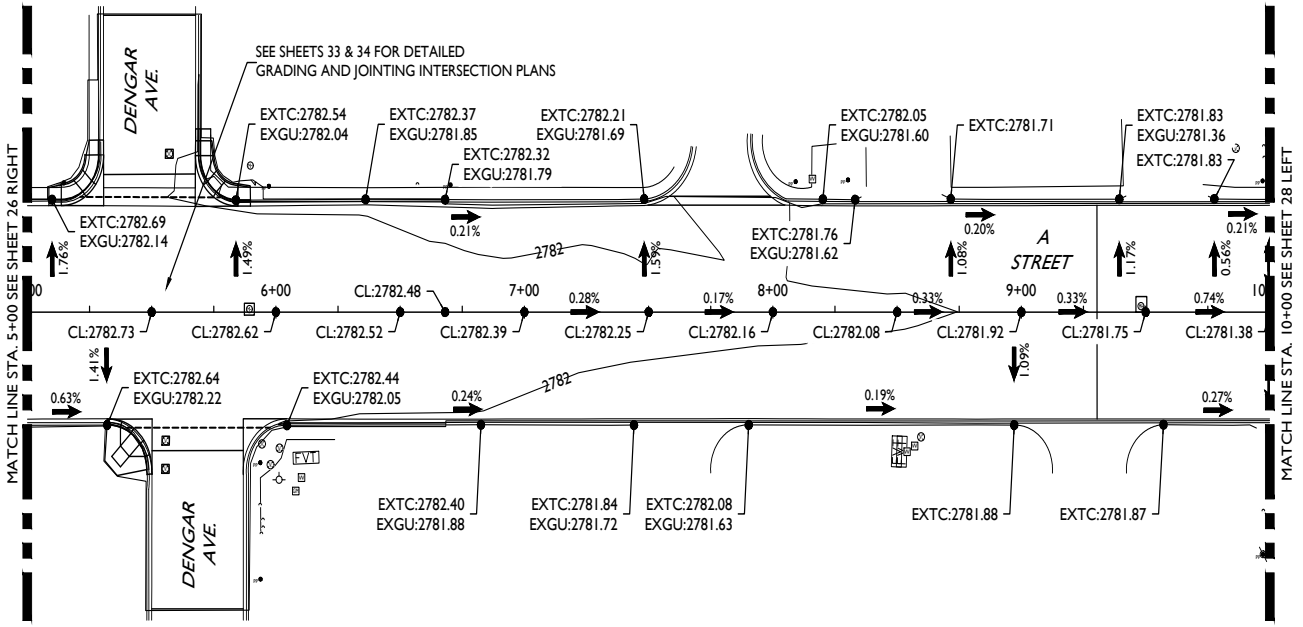
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APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

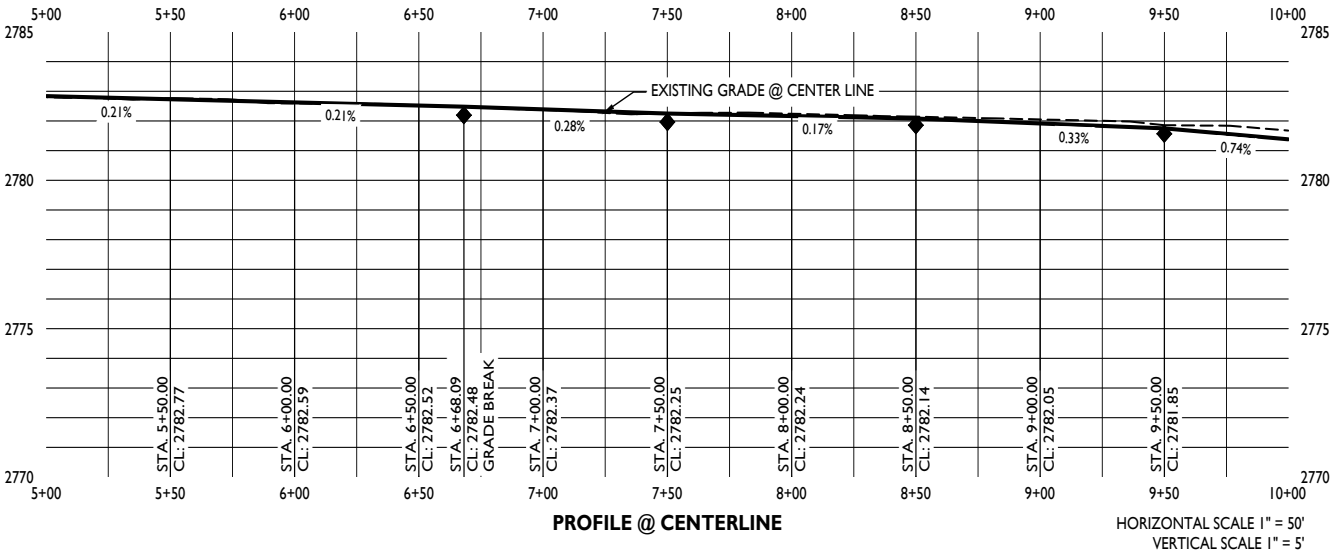
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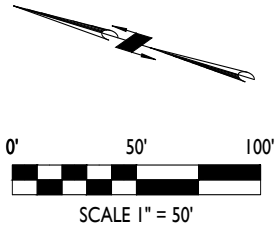
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PROFILE @ CENTERLINE

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

NOTE: SEE SHEETS 20 & 21 FOR DETAILED GRADING AND JOINTING AT INTERSECTION WITH DEGNAR

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ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

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JOB: 200092

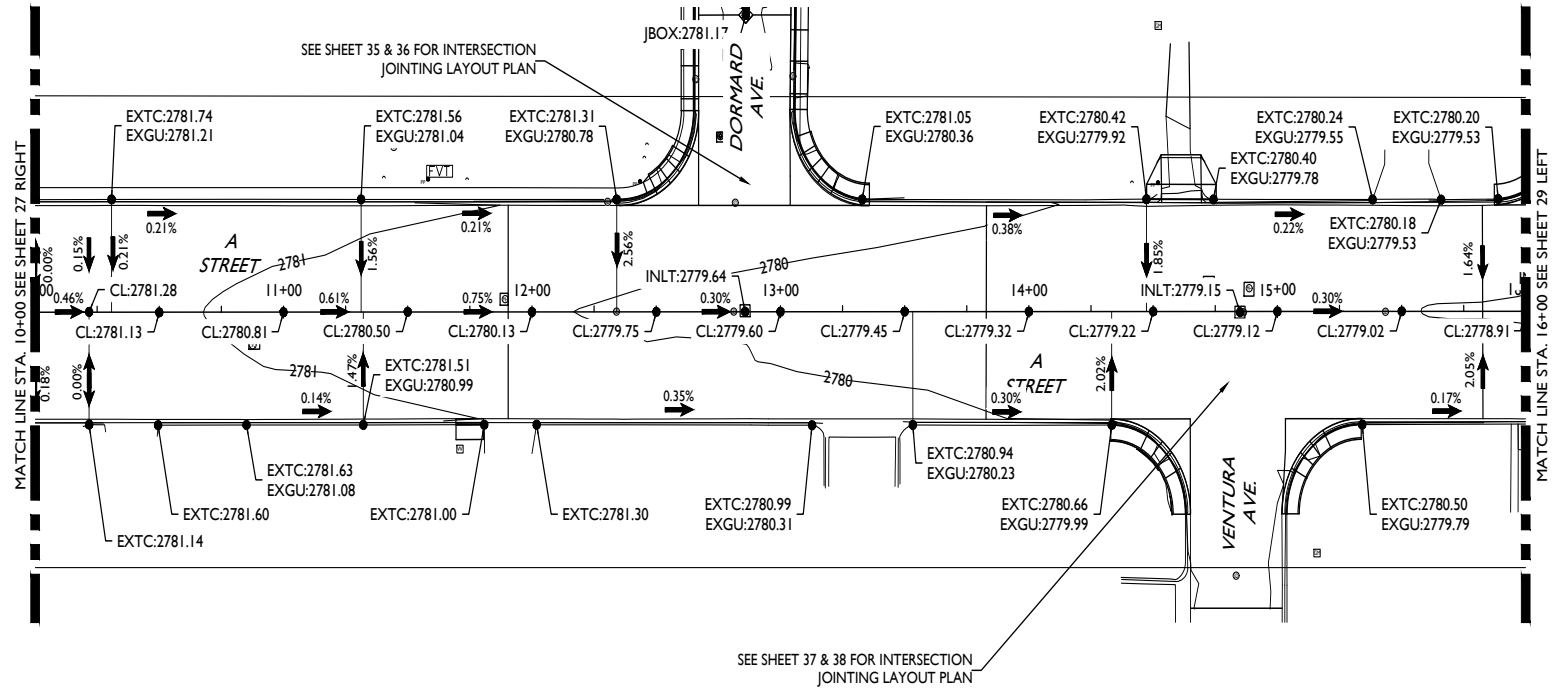
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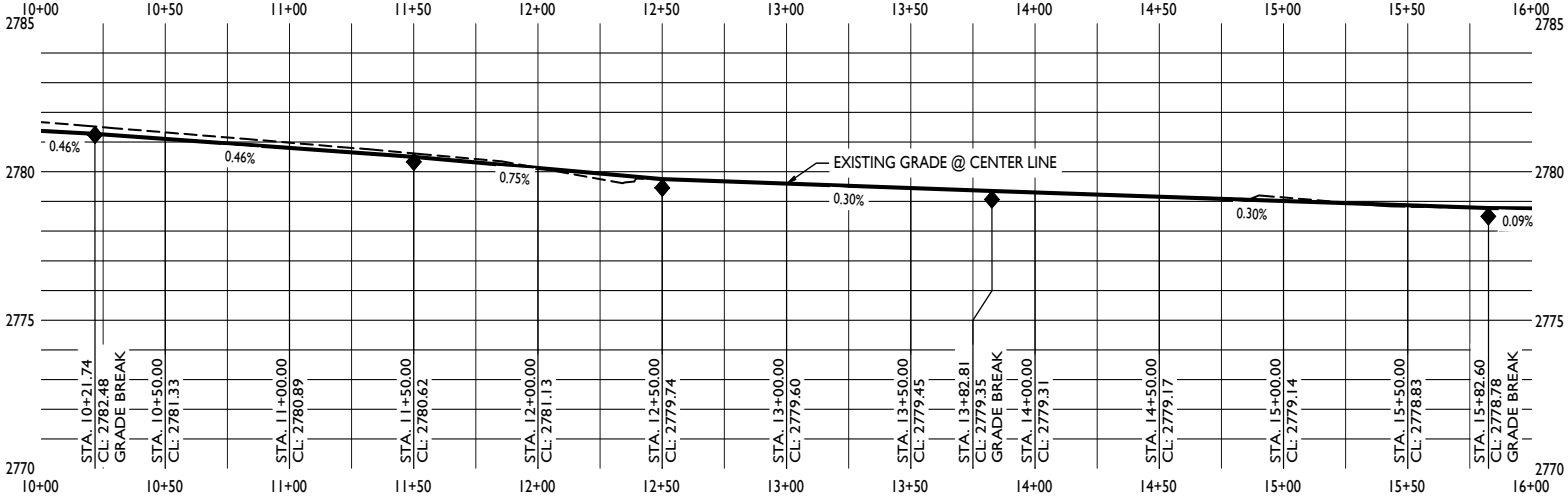
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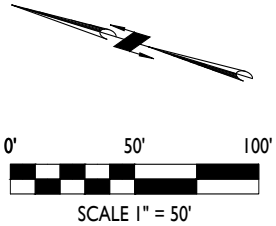
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PROFILE @ CENTERLINE

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

NOTE: SEE SHEETS 22 & 23 FOR DETAILED GRADING AND JOINTING AT INTERSECTION WITH DORMARD AVE

NOTE: SEE SHEETS 22 & 23 FOR DETAILED GRADING AND JOINTING AT INTERSECTION WITH VENTURE AVE

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106572
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PROFESSIONAL ENGINEER
10/01/2021

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APPROVED BY: ALM
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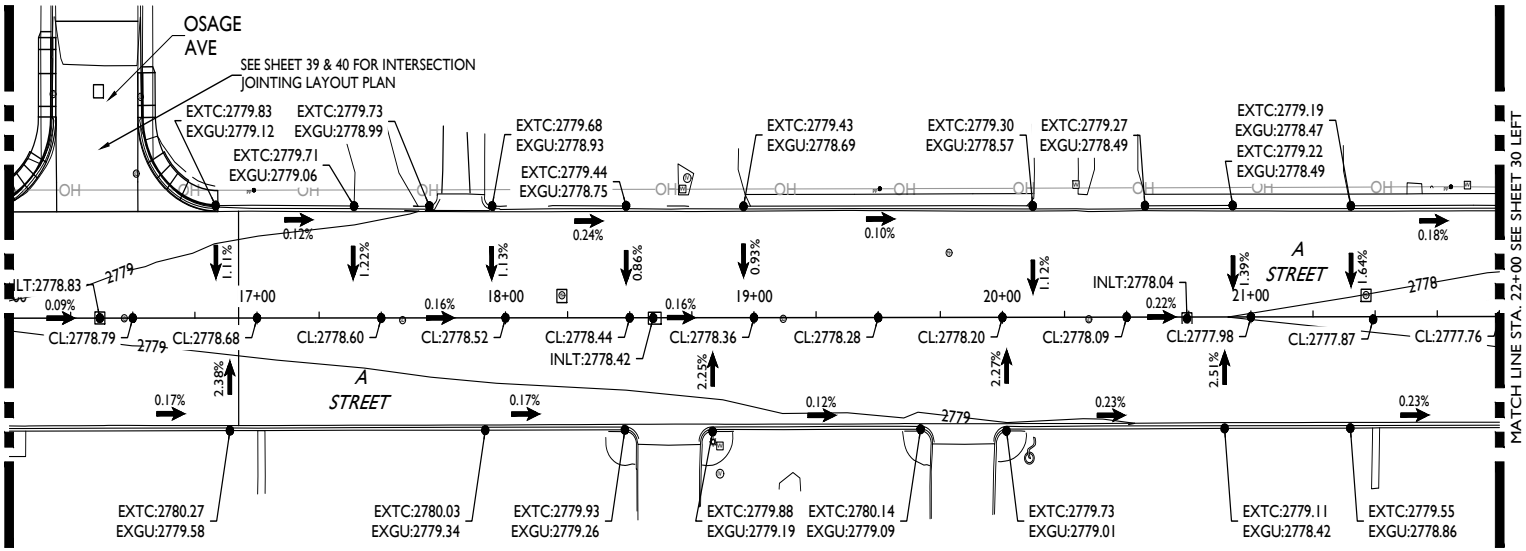
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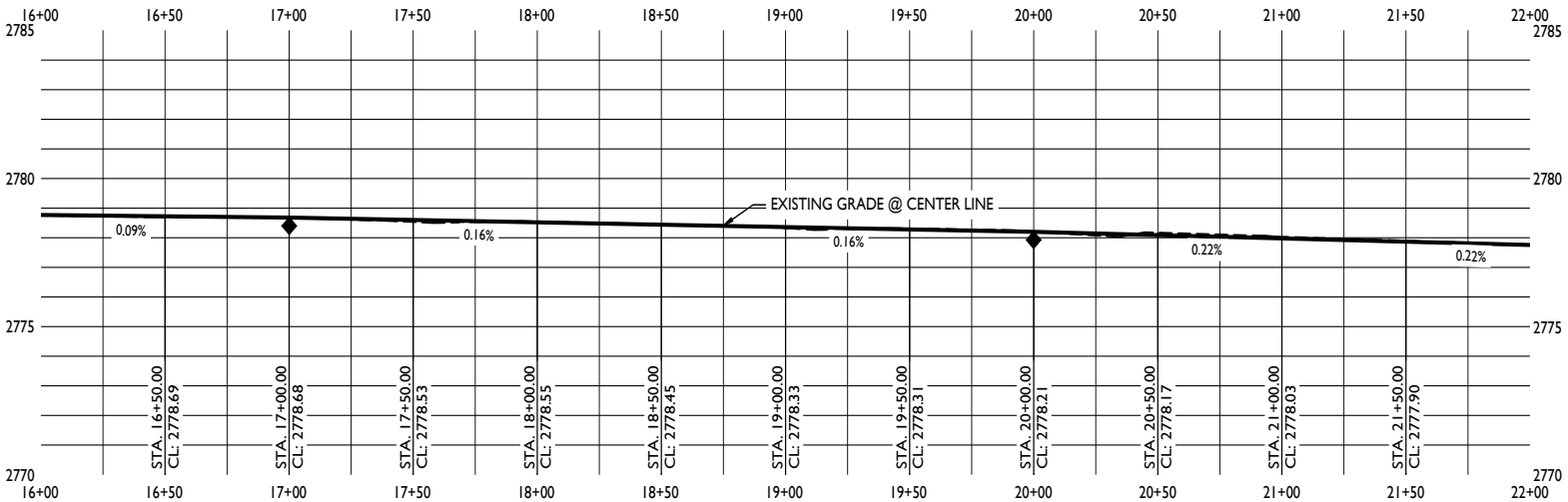


0' 50' 100'

SCALE 1" = 50'

LEGEND

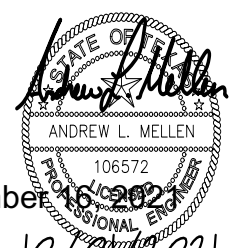
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GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY



PROFILE @ CENTERLINE

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'

NOTE: SEE SHEETS 26 & 27 FOR DETAILED GRADING AND JOINTING AT INTERSECTION WITH OSAGE AVE.



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1				

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APPROVED BY: ALM
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JOB: 200092

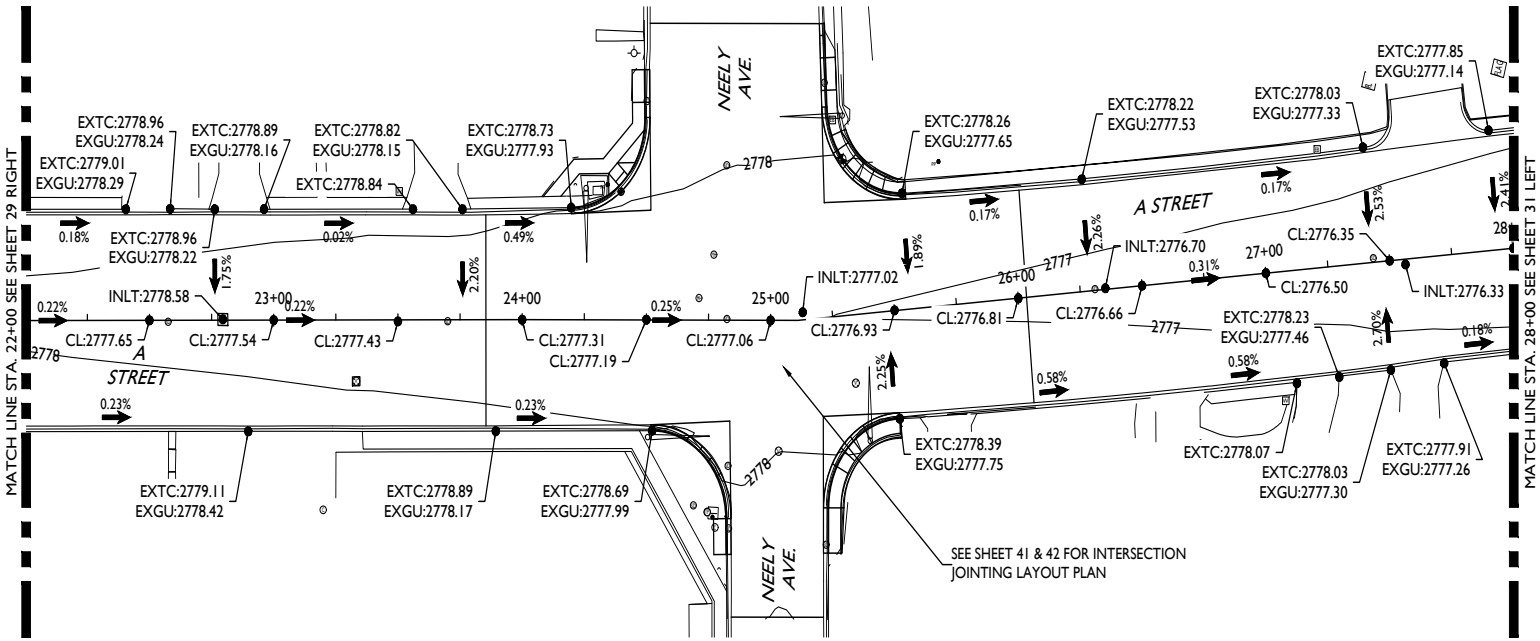
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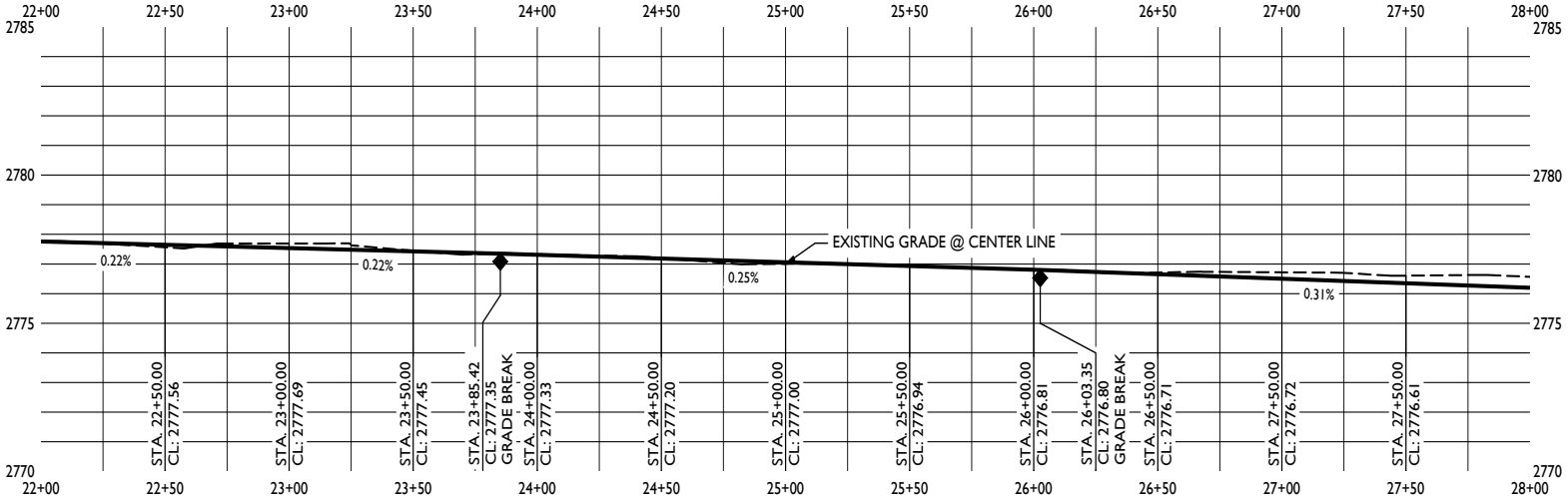
0' 50' 100'

SCALE 1" = 50'

LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

NOTE: SEE SHEETS 28 & 29 FOR DETAILED GRADING AND JOINTING AT INTERSECTION WITH NEELY AVE.



PROFILE @ CENTERLINE

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

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APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

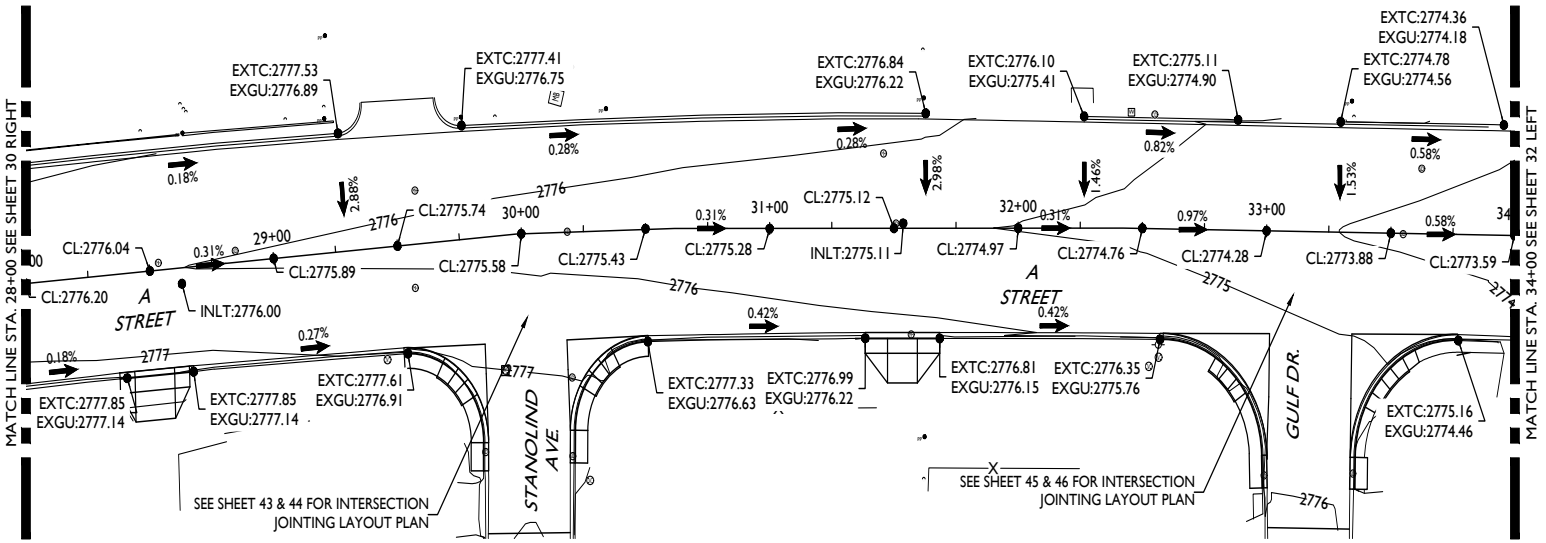
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PACKET 12.228 November 16, 2021





0' 50' 100'

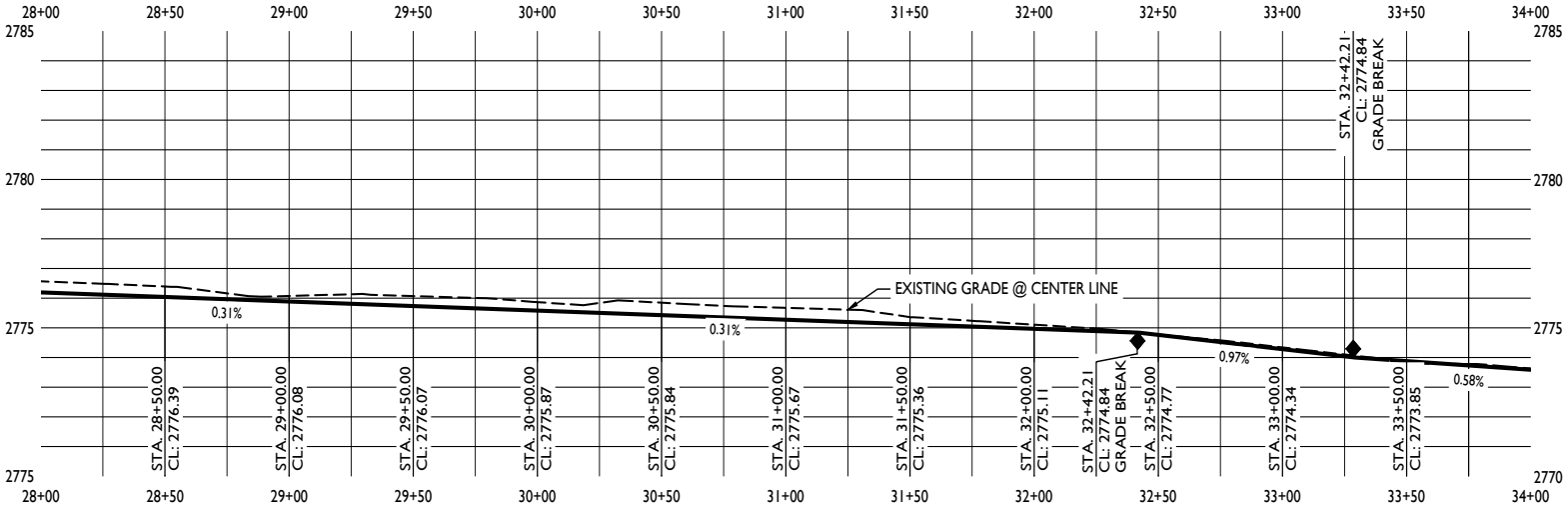
SCALE 1" = 50'

LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

NOTE: SEE SHEETS 30 & 31 FOR DETAILED GRADING AND JOINTING AT INTERSECTION WITH STANOLIND AVE.

NOTE: SEE SHEETS 32 & 33 FOR DETAILED GRADING AND JOINTING AT INTERSECTION WITH GULF DR.



PROFILE @ CENTERLINE

HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'

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106572
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PROFESSIONAL ENGINEER
10/01/2021

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APPROVED BY: ALM
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JOB: 200092

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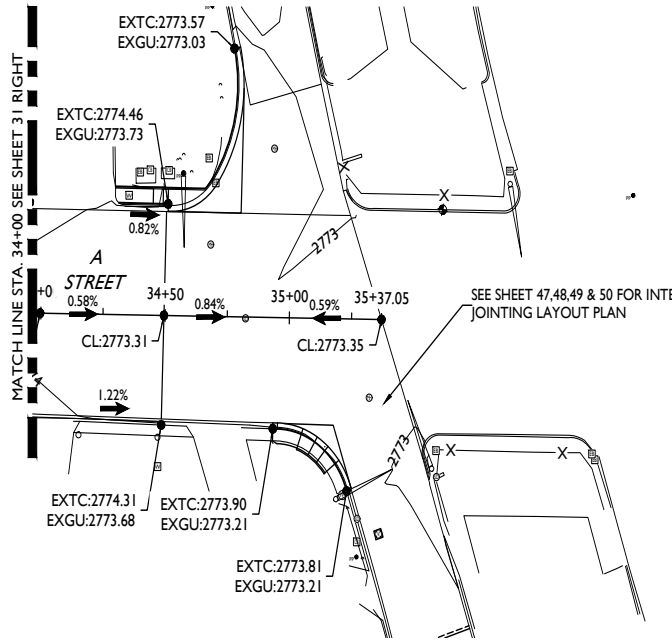
A STREET PLAN AND PROFILE
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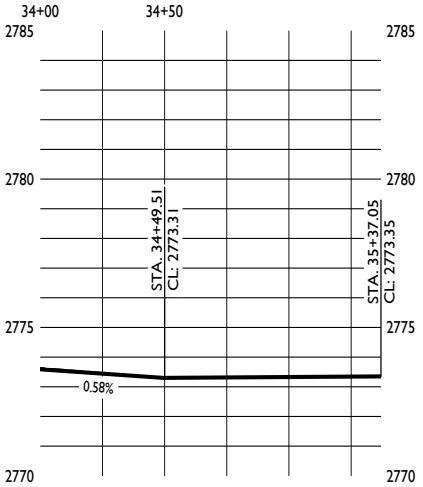
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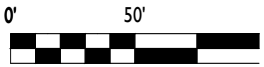
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PROFILE @ CENTERLINE HORIZONTAL SCALE 1" = 50'
VERTICAL SCALE 1" = 5'



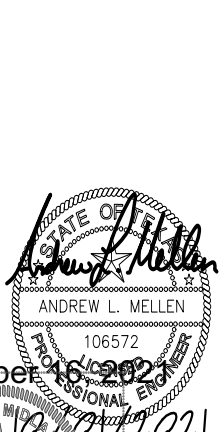


SCALE 1" = 50'

LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

NOTE: SEE SHEETS 34 & 35 FOR DETAILED GRADING AND JOINTING AT INTERSECTION WITH SCHARBAUER DR.



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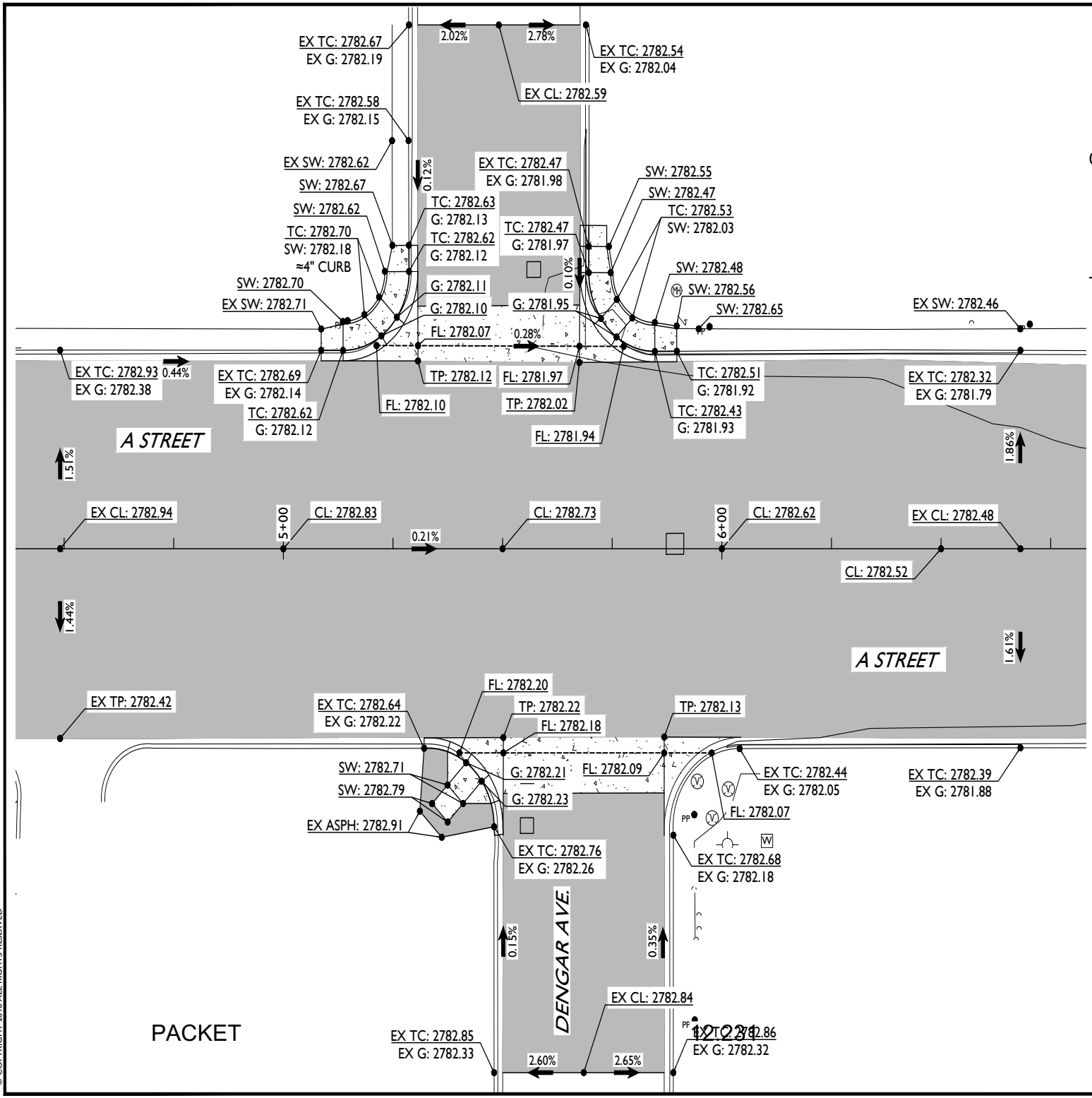
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0' 20' 40'

SCALE 1" = 20'

LEGEND

TC	DENOTES TOP OF CURB GRADE
G	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
TP	DENOTES TOP OF PAVEMENT

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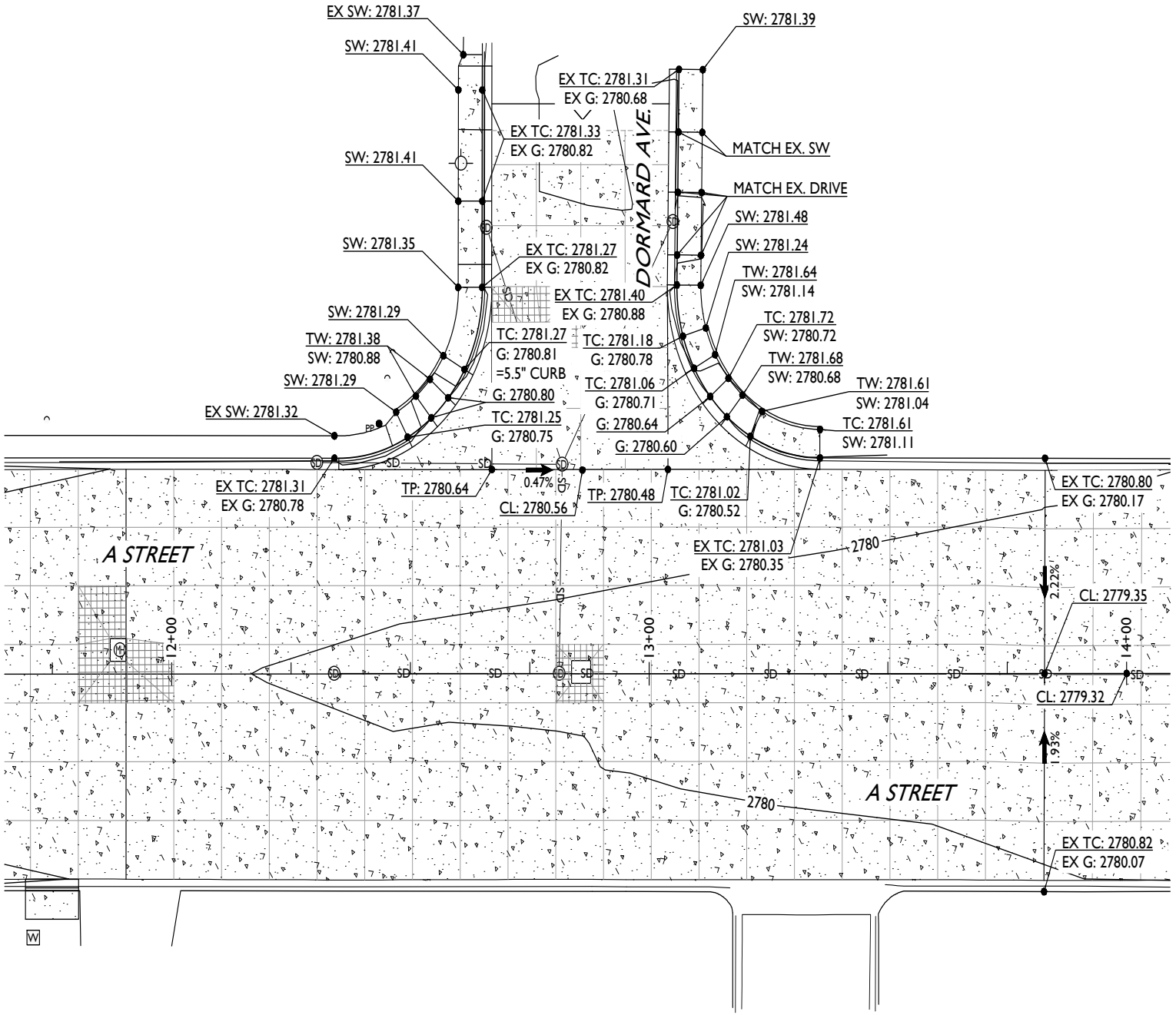
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0' 20' 40'

SCALE 1" = 20'

LEGEND

TC	DENOTES TOP OF CURB GRADE
G	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
TP	DENOTES TOP OF PAVEMENT

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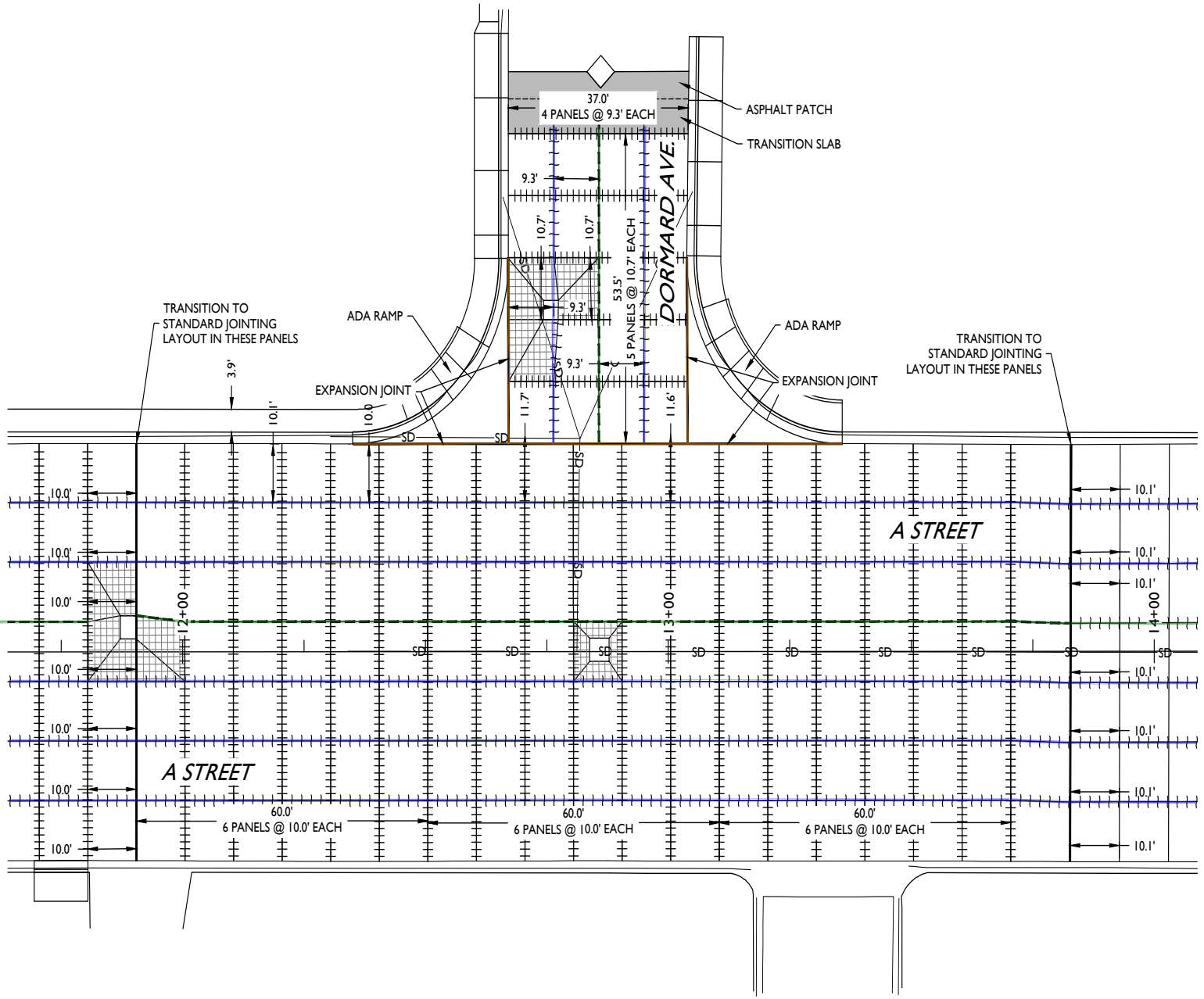
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0' 20' 40'

SCALE 1" = 20'

LEGEND

- THICKENED EDGE ISOLATION JOINT
- DOWELED JOINT
- TIE BAR JOINT
- DOWELED EXPANSION JOINT
- CONTINUOUSLY REINFORCED

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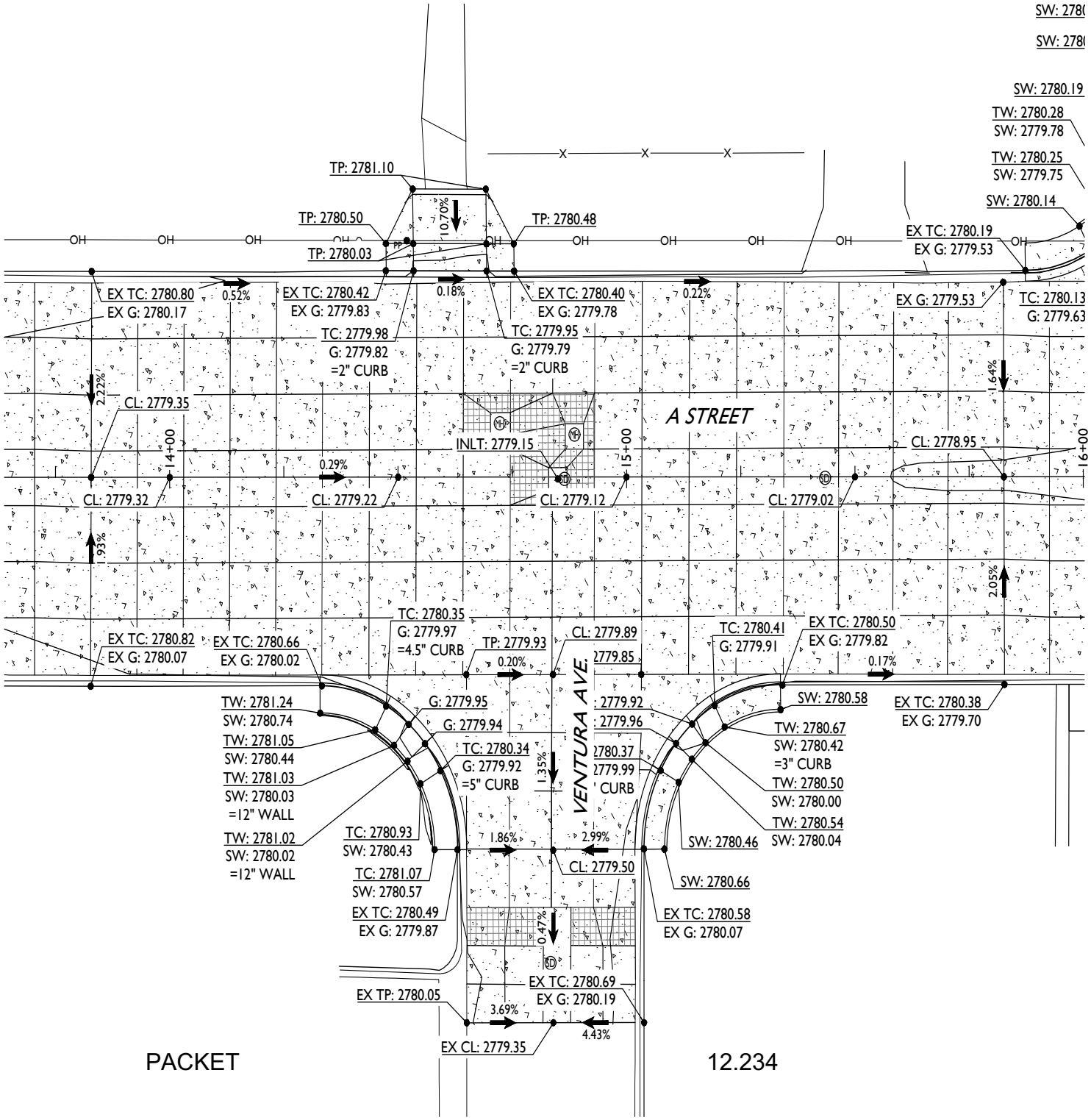
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LEGEND

TC	DENOTES TOP OF CURB GRADE
G	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
TP	DENOTES TOP OF PAVEMENT

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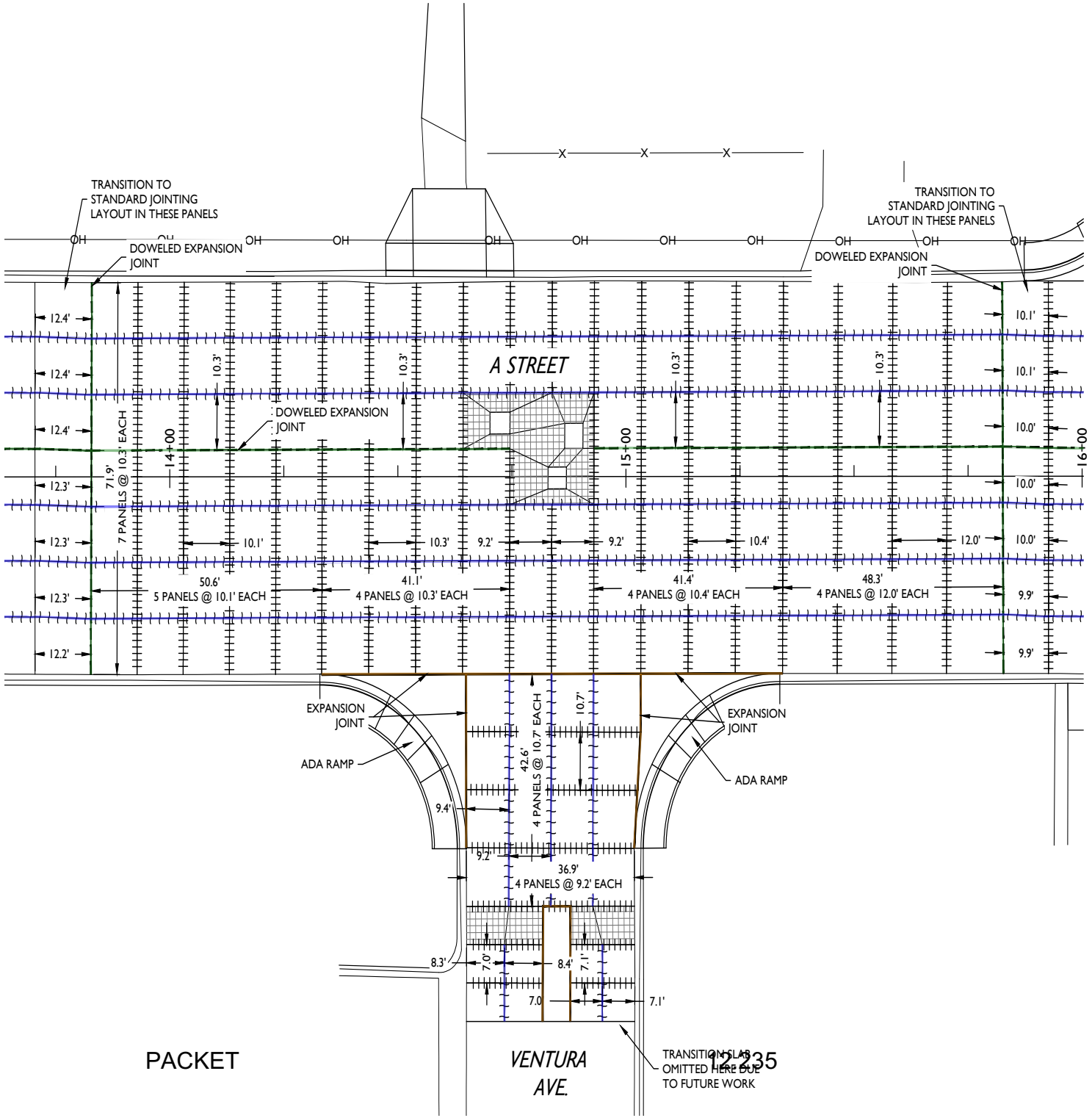
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0' 50' 100'

SCALE 1" = 50'

LEGEND

- THICKENED EDGE ISOLATION JOINT
- DOWELED JOINT
- TIE BAR JOINT
- DOWELED EXPANSION JOINT
- CONTINUOUSLY REINFORCED

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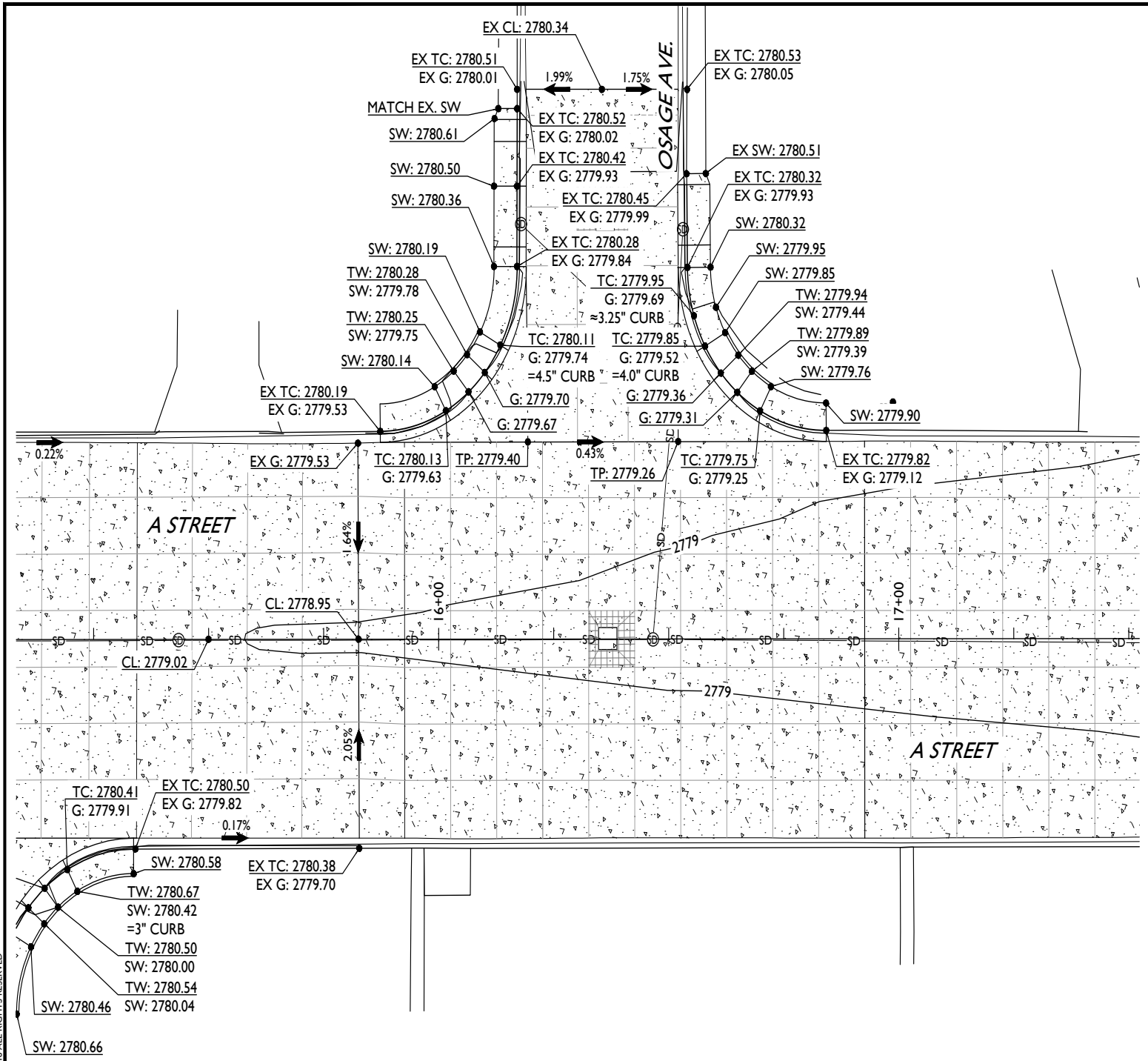
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0' 20' 40'

SCALE 1" = 20'

LEGEND

TC	DENOTES TOP OF CURB GRADE
G	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
TP	DENOTES TOP OF PAVEMENT

Know what's below. Call before you dig.

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APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

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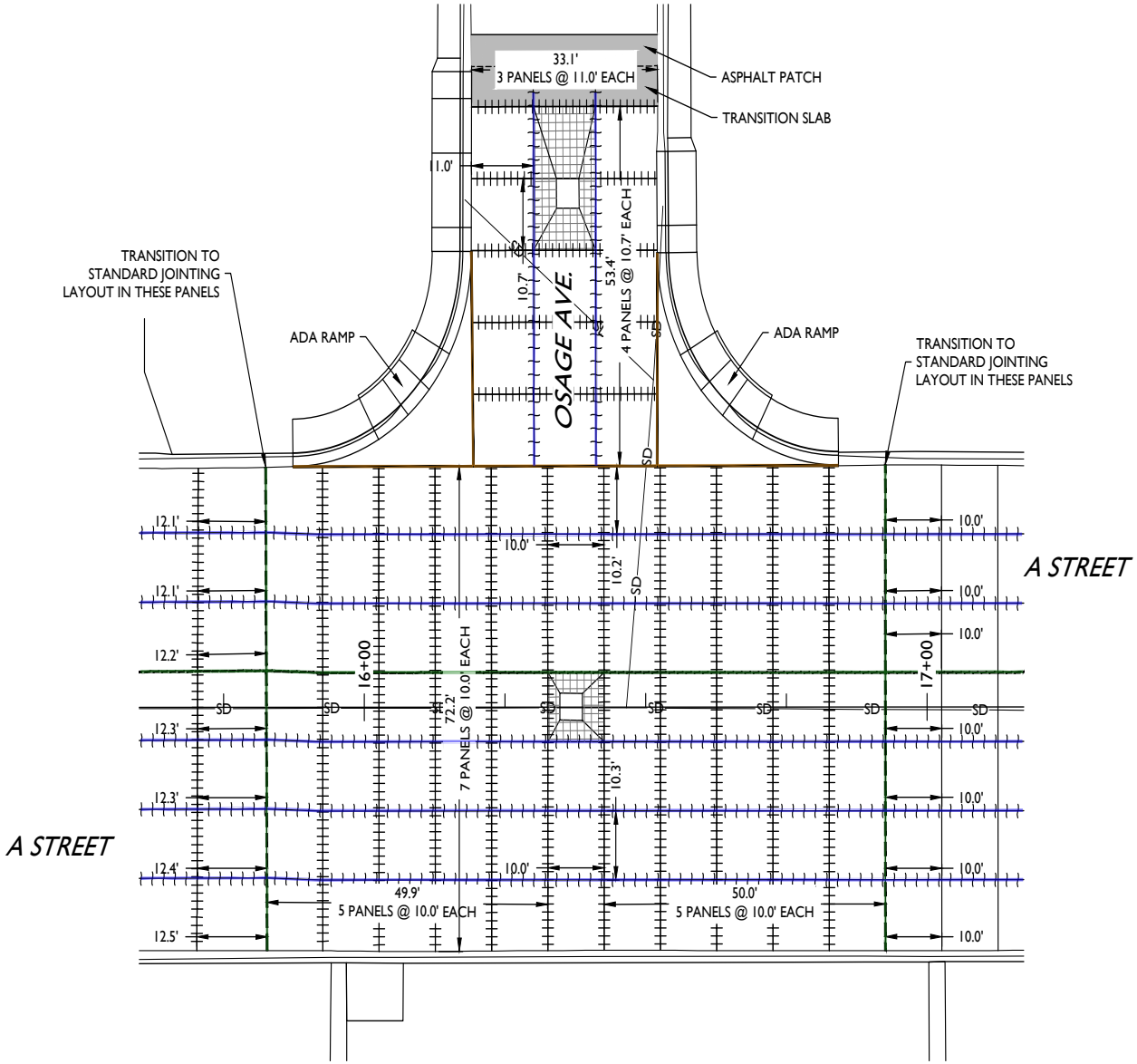
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0' 20' 40'

SCALE 1" = 20'

LEGEND

- EXPANSION JOINT
- DOWELED JOINT
- TIE BAR JOINT
- DOWELED EXPANSION JOINT
- CONTINUOUSLY REINFORCED

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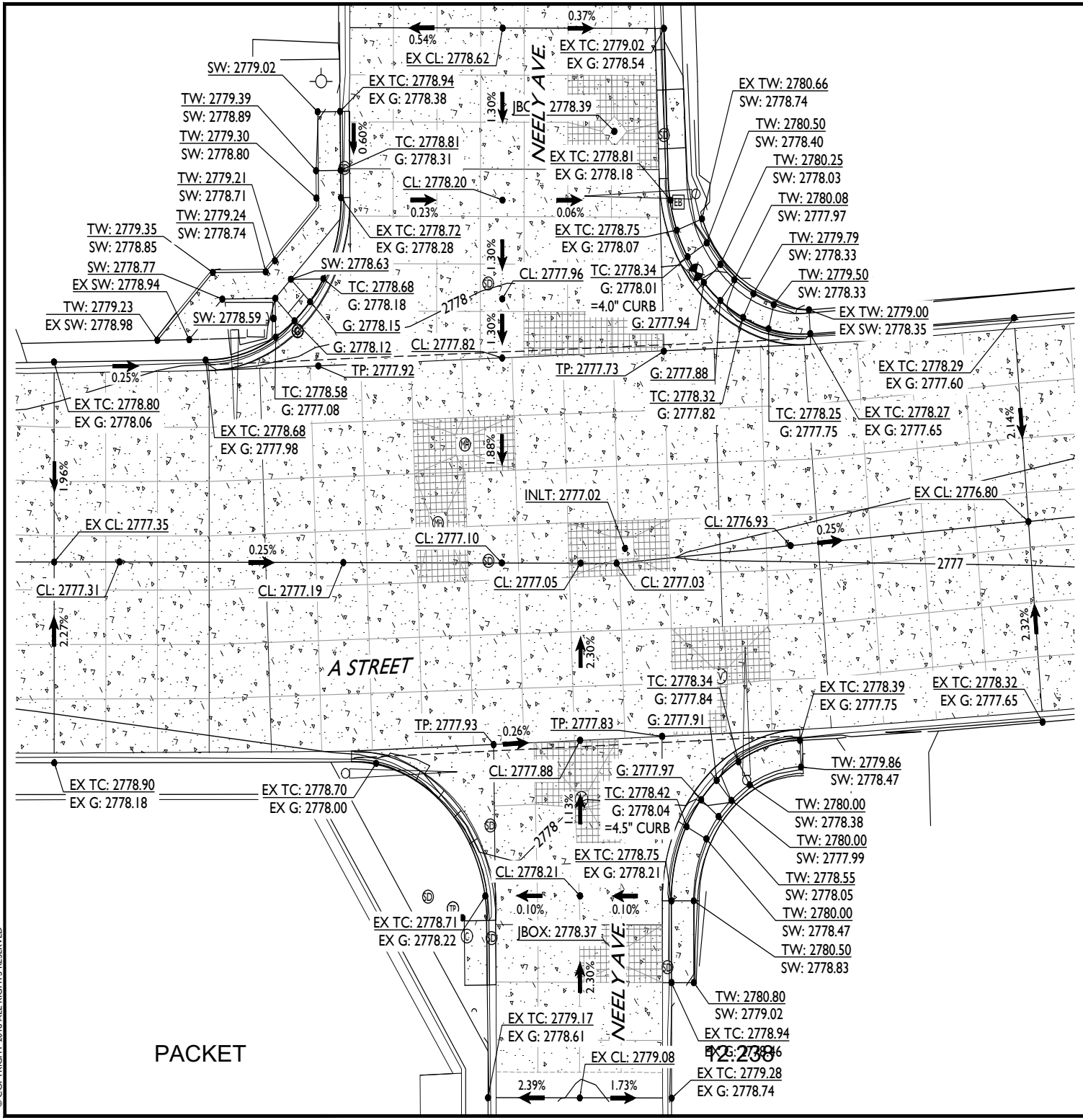
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0' 50' 100'

SCALE 1" = 50'

LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

Know what's below. Call before you dig.

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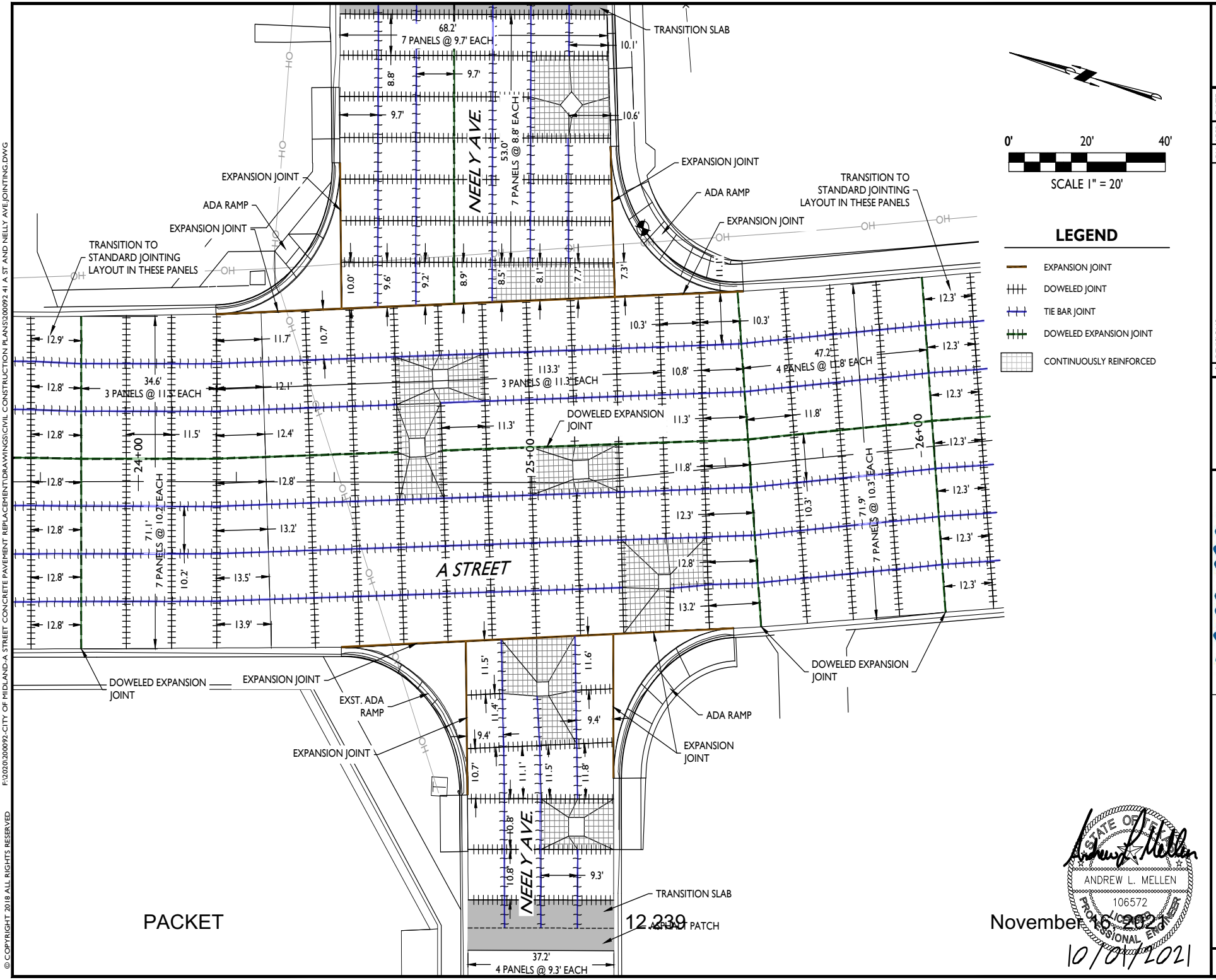
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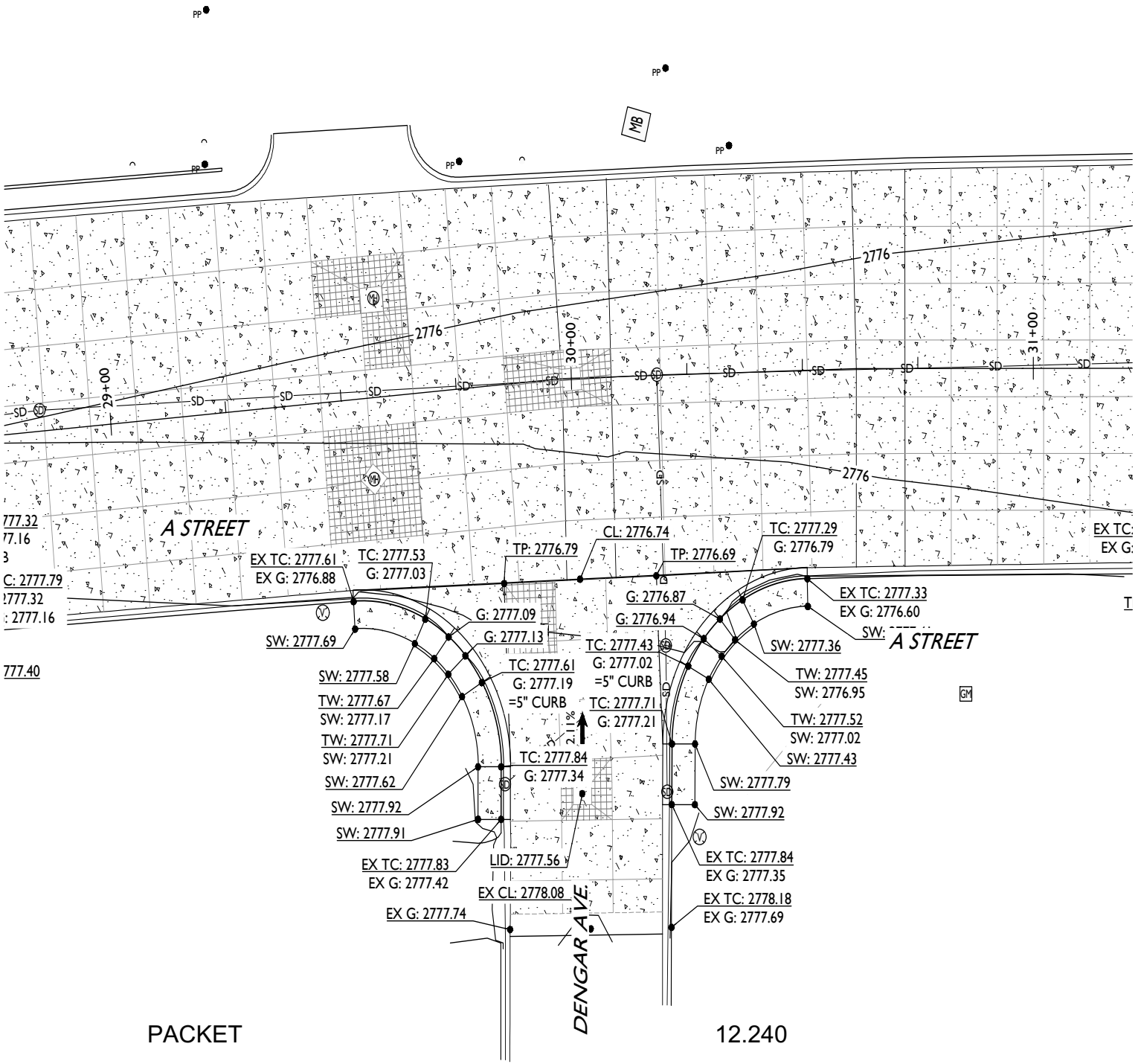
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0' 20' 40'

SCALE 1" = 20'

LEGEND

TC	DENOTES TOP OF CURB GRADE
G	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
TP	DENOTES TOP OF PAVEMENT

Know what's below. Call before you dig.

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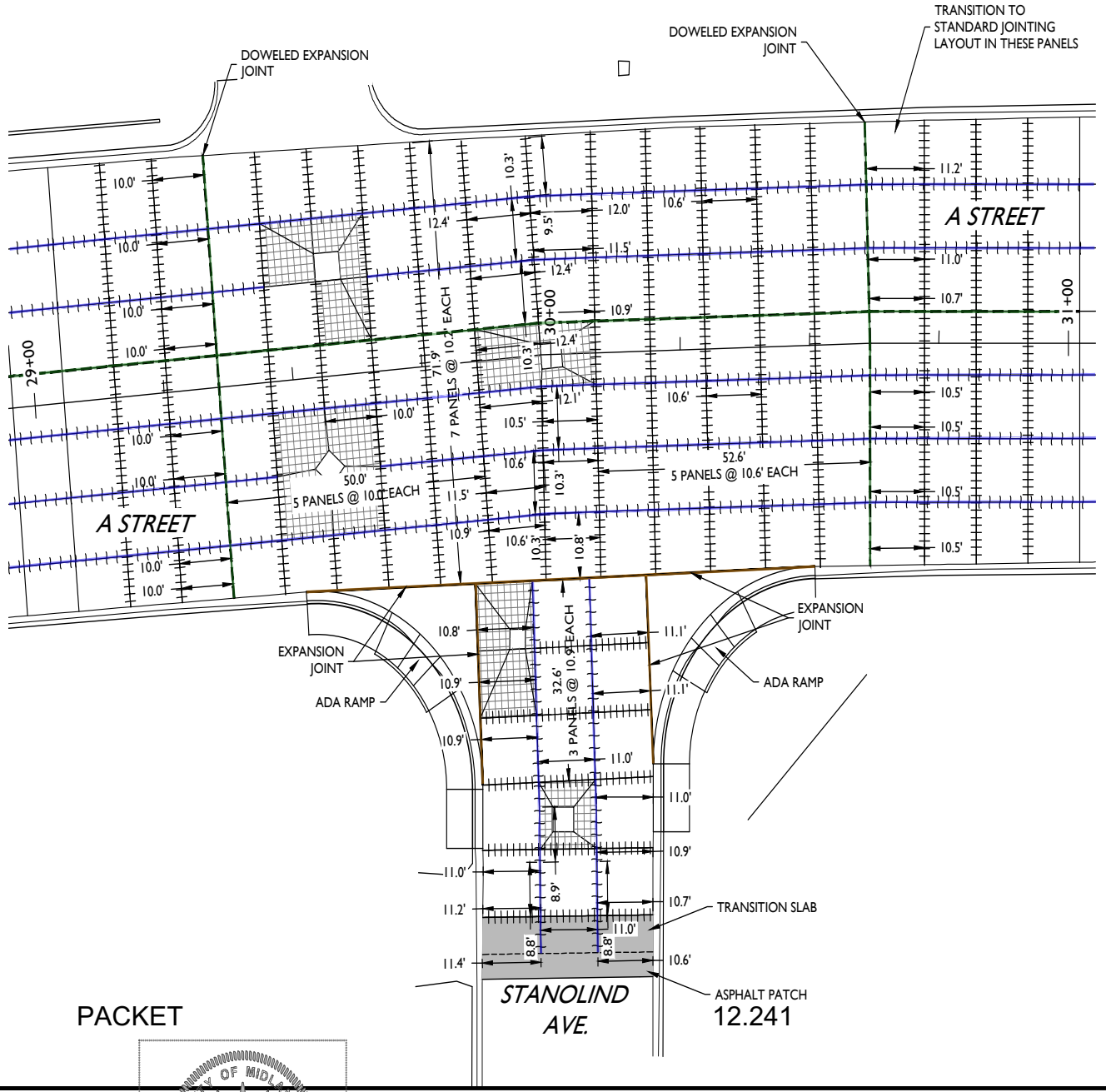
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0' 20' 40'

SCALE 1" = 20'

LEGEND

- EXPANSION JOINT
- DOWELED JOINT
- TIE BAR JOINT
- DOWELED EXPANSION JOINT
- CONTINUOUSLY REINFORCED

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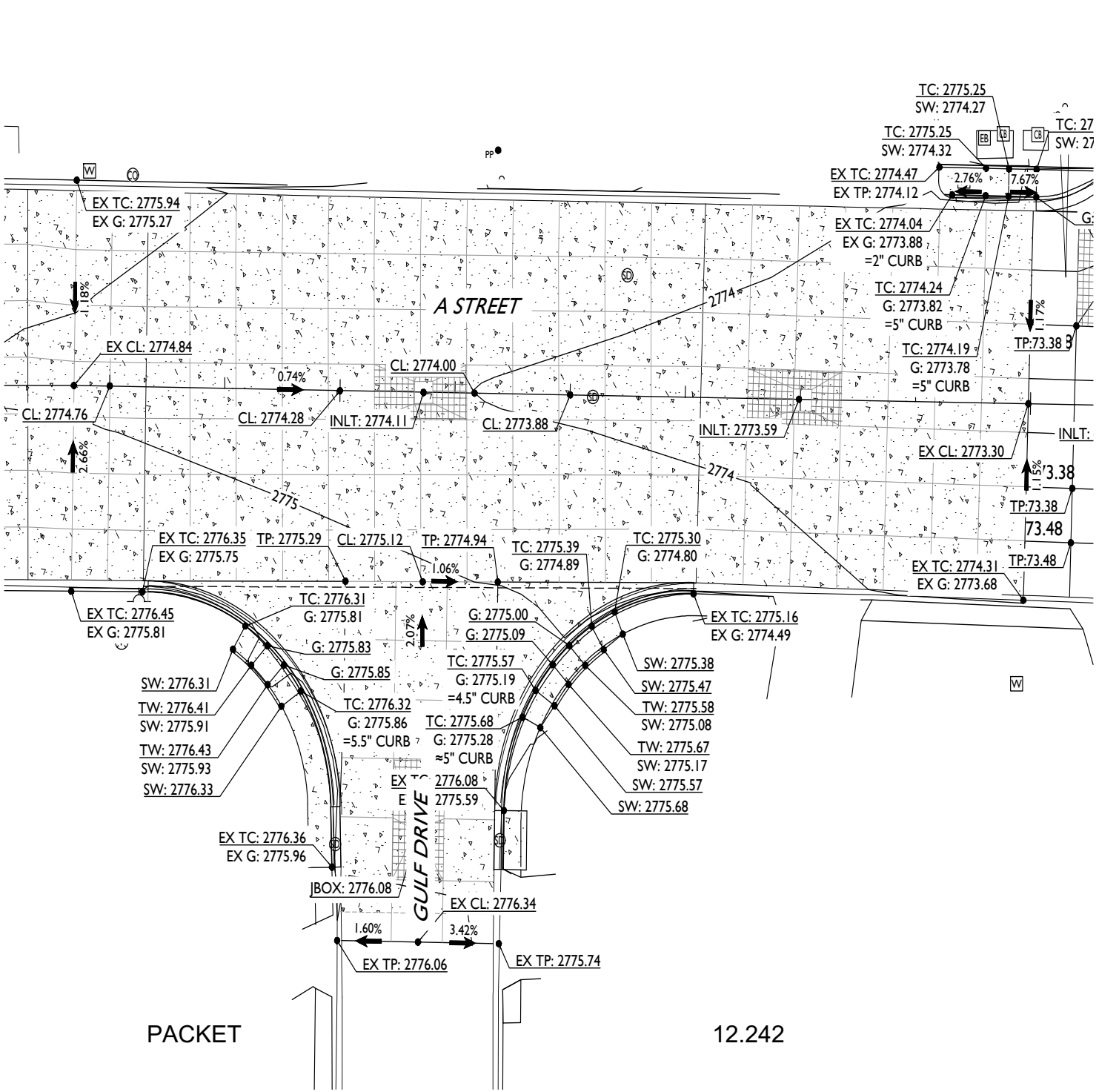
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LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

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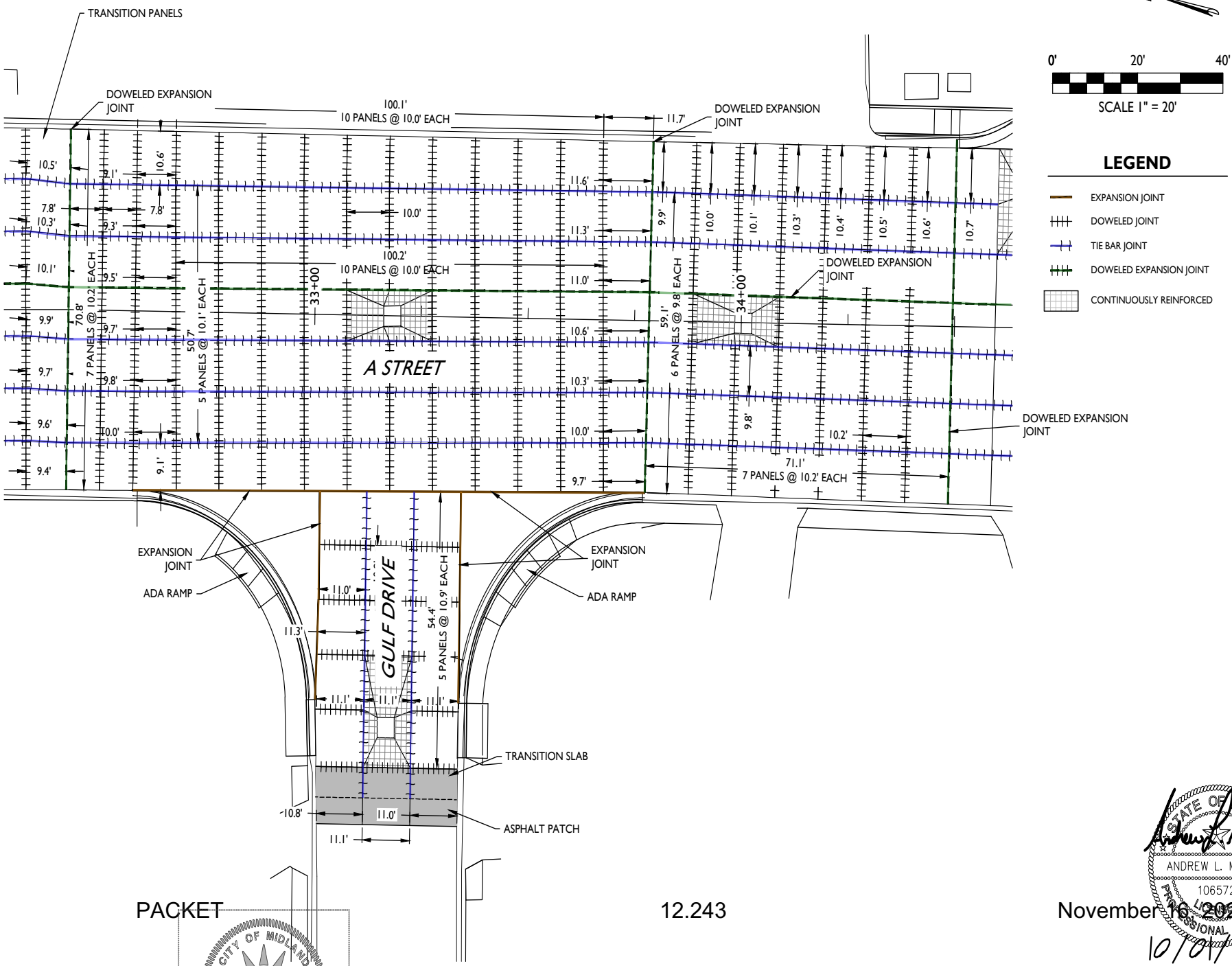
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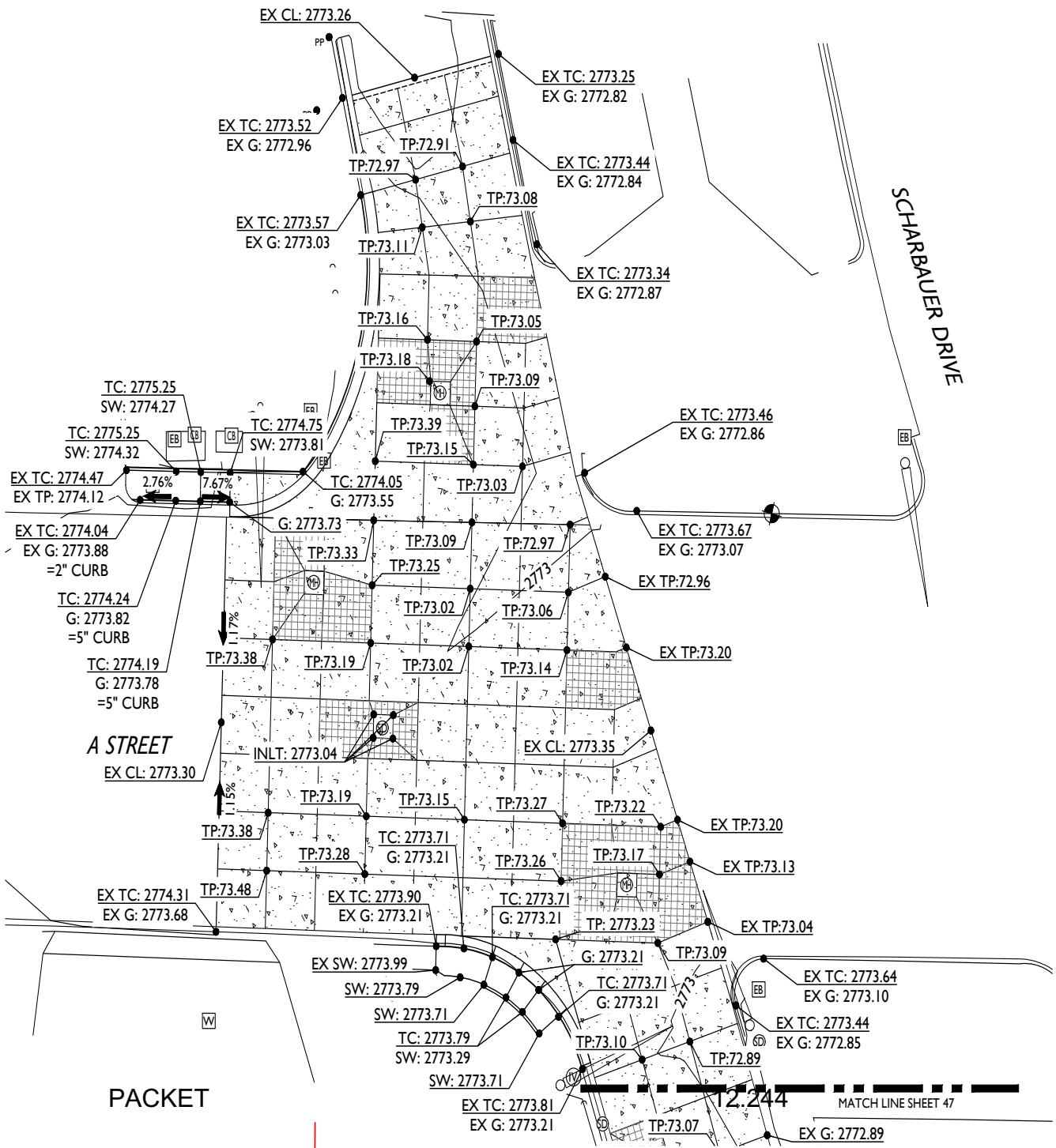
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10/01/2021

CITY OF MIDLAND APPROVED



0' 20' 40'

SCALE 1" = 20'

LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

EROSION CONTROL NOTES:

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE CONSTRUCTION DRAWINGS. CONTRACTOR IS NOT TO WASHOUT IN TRENCHES OR CHANNELS UNDER ANY CIRCUMSTANCES.
2. LOCATE GRAVEL OR SAND BAGS PER CITY DETAIL 712 AT ALL DOWNSTREAM DISCHARGE POINTS FROM PROJECT AREA.
3. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED IF INITIAL EROSION CONTROL BMP'S ARE DEEMED INSUFFICIENT.

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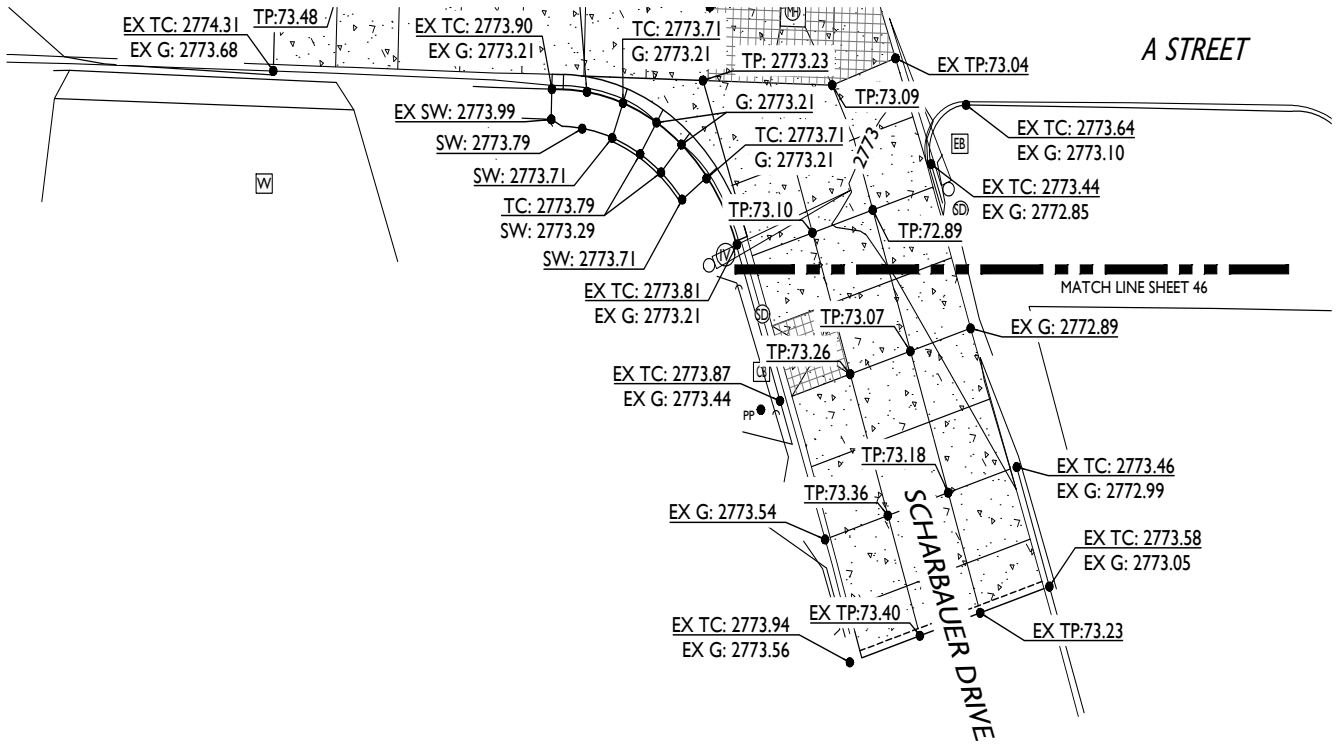
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0' 20' 40'

SCALE 1" = 20'

LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
ASP	DENOTES ASPHALT GRADE
TOP	DENOTES TOP OF SWALE GRADE
TOE	DENOTES TOE OF SWALE GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

EROSION CONTROL NOTES:

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE CONSTRUCTION DRAWINGS. CONTRACTOR IS NOT TO WASHOUT IN TRENCHES OR CHANNELS UNDER ANY CIRCUMSTANCES.
2. LOCATE GRAVEL OR SAND BAGS PER CITY DETAIL 712 AT ALL DOWNSTREAM DISCHARGE POINTS FROM PROJECT AREA.
3. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED IF INITIAL EROSION CONTROL BMP'S ARE DEEMED INSUFFICIENT.

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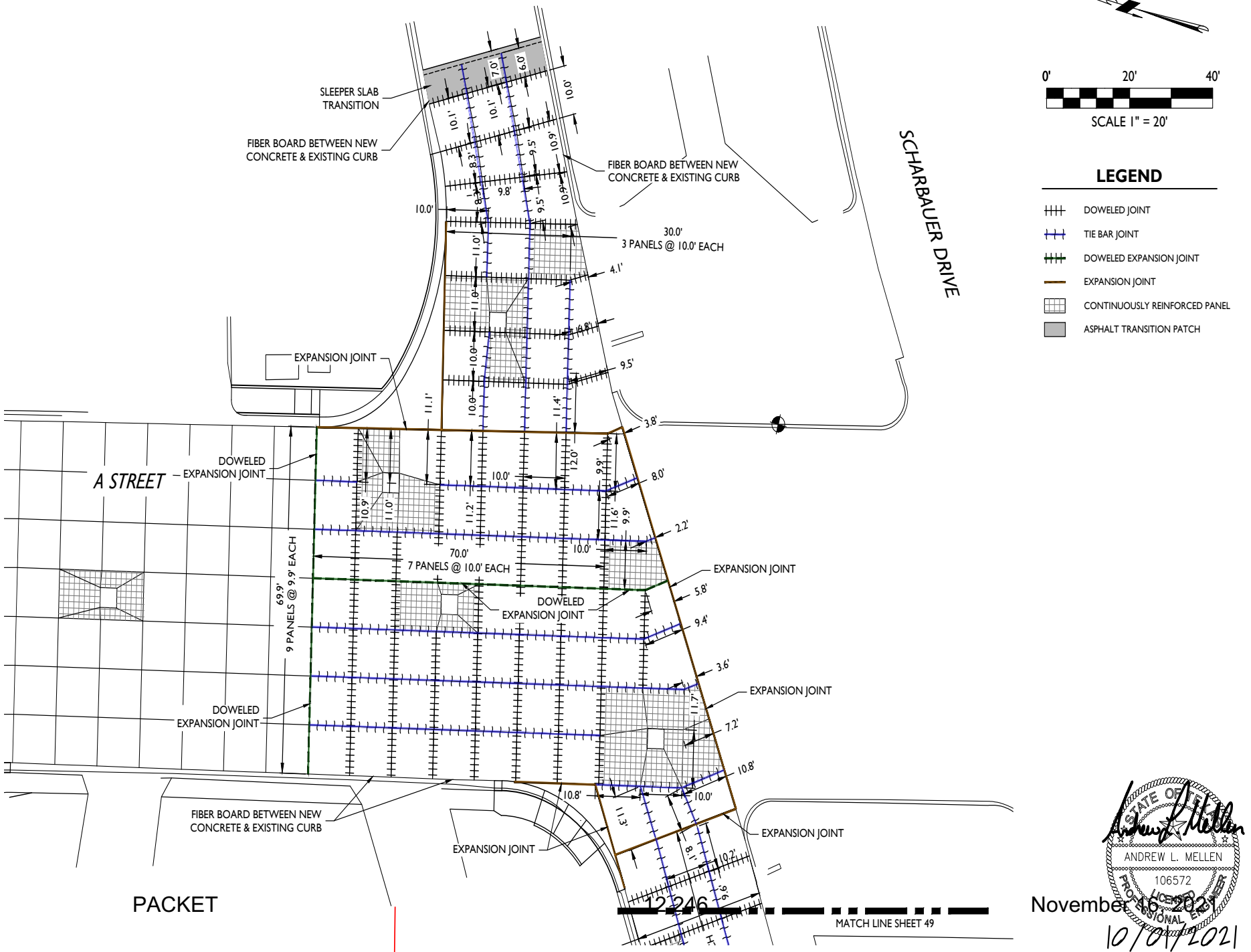
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APPROVED BY: ALM
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MIDLAND Engineering Services

INTERSECTION SCHARBAUER & A
SCHARBAUER INTERSECTION
REPLACEMENT PUBLIC
IMPROVEMENTS
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MIDLAND, TEXAS

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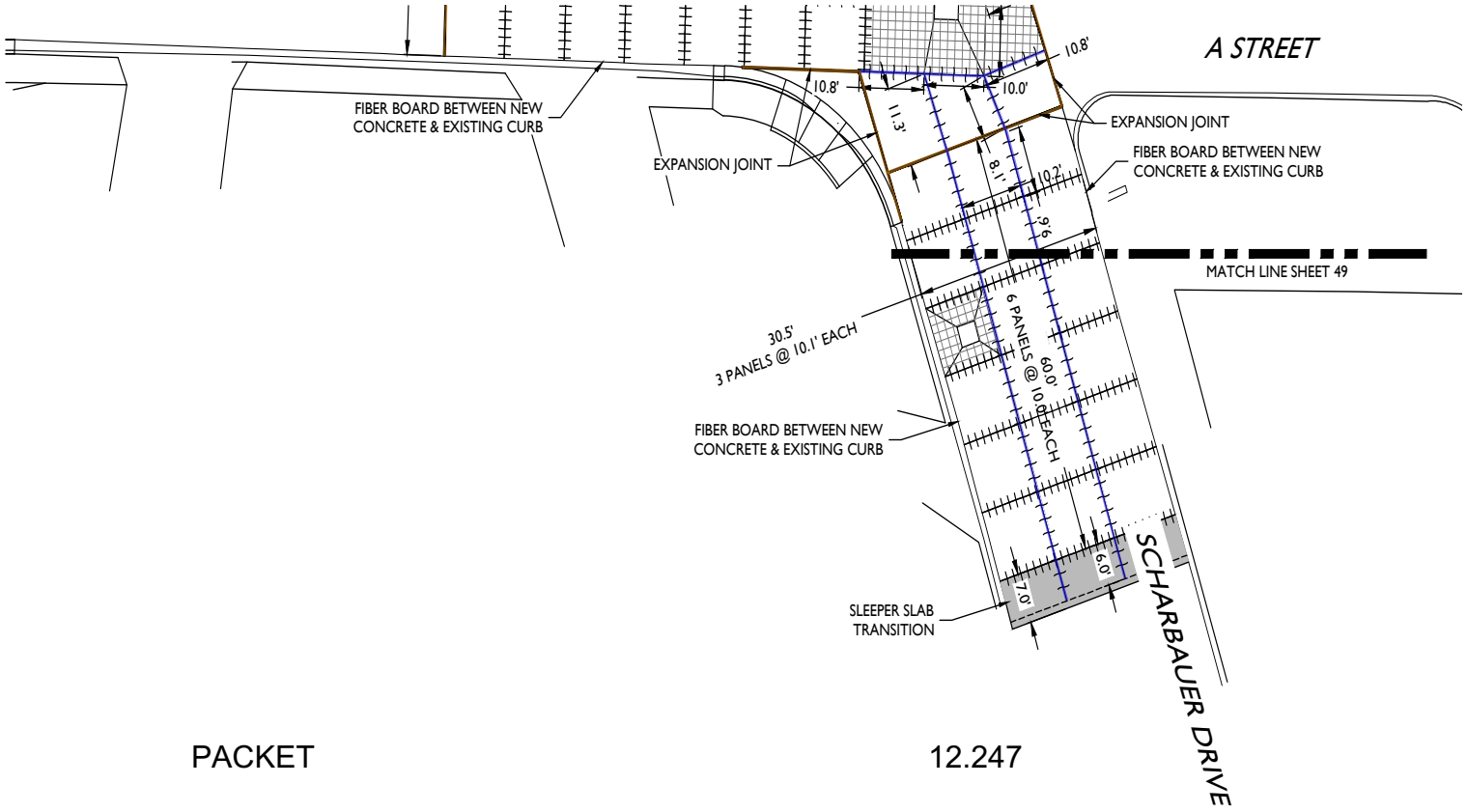
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER

10/01/2021

PACKET

12246

November 16, 2021



0' 20' 40'

SCALE 1" = 20'

LEGEND

- DOWELED JOINT
- TIE BAR JOINT
- DOWELED EXPANSION JOINT
- EXPANSION JOINT
- CONTINUOUSLY REINFORCED PANEL
- ASPHALT TRANSITION PATCH

PACKET 12.247 November 16, 2021

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/01/2021

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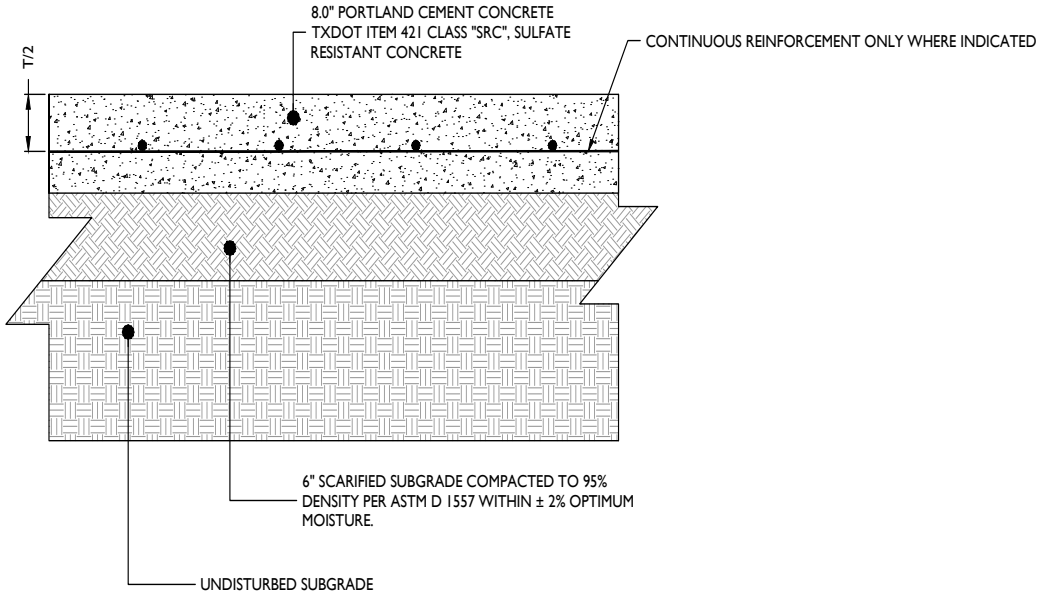
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NOTES:

- CONCRETE IS TO HAVE THE FOLLOWING PROPERTIES;
  - 3,600 PSI COMPRESSIVE STRENGTH @ 28 DAYS.
  - USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
  - TYPE "A" SAW CUT JOINTS ARE TO BE LOCATED AT EQUIDISTANT SPACING. TYPICALLY 10'x10' OR NO GREATER THAN 15'x15'. SEAL ALL CONCRETE JOINTS.
  - COARSE AGGREGATE IS TO BE ASTM C33, GRADE NO. 67 COMPLIANT.
  - CEMENT IS TO BE ASTM C150 TYPE I OR II COMPLIANT.
  - CONCRETE IS TO BE SULFATE RESISTANT.
- REINFORCE WITH #6 BARS @ 18" O.C.E.W. WHERE CONTINUOUS REINFORCEMENT IS INDICATED.
- CONCRETE IS TO BE PLACED IN ACCORDANCE WITH TXDOT ITEM 421.
- MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS. UNLESS OTHERWISE INDICATED BY THIS DETAIL.

1 CONCRETE PAVEMENT

N.T.S.

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LICENSED
PROFESSIONAL ENGINEER
10/01/2021

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CITY OF MIDLAND APPROVED

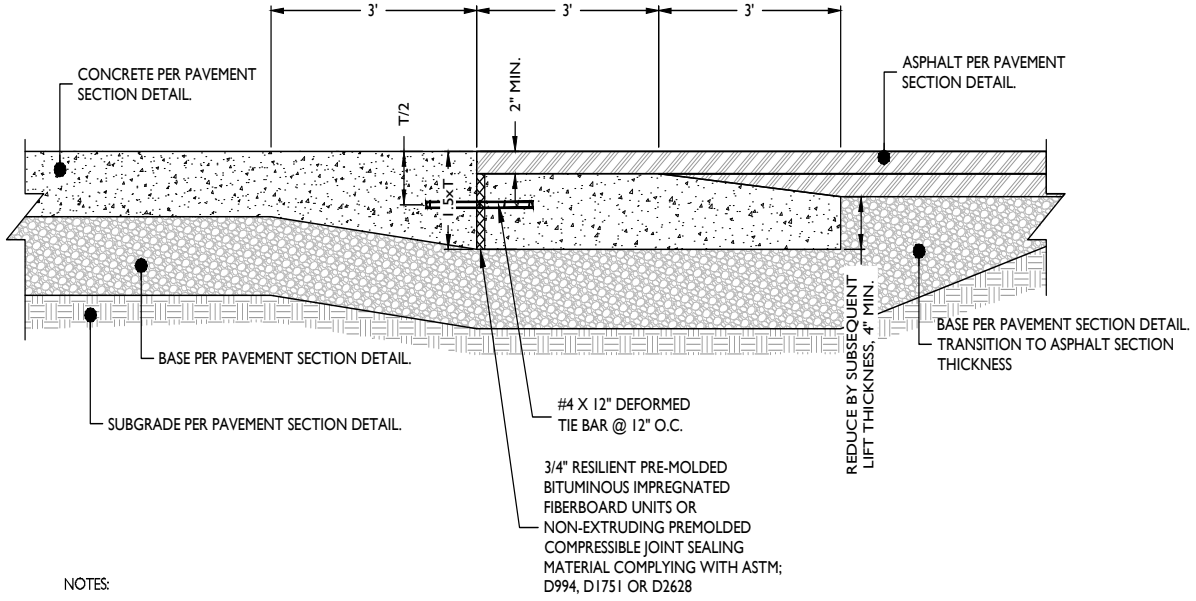
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A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS



NOTES:

- CONCRETE MATERIALS AND REINFORCEMENT PER THE PAVEMENT SECTION DETAIL.
- THE MAXIMUM CONTROL JOINT SPACING SHOULD BE HELD AT A RANGE FROM 24 TO 36 TIMES THE SLAB THICKNESS, WITH A MAXIMUM LENGTH TO WIDTH RATIO OF 1.5.

1 SLEEPER SLAB TRANSITION

N.T.S.

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106572
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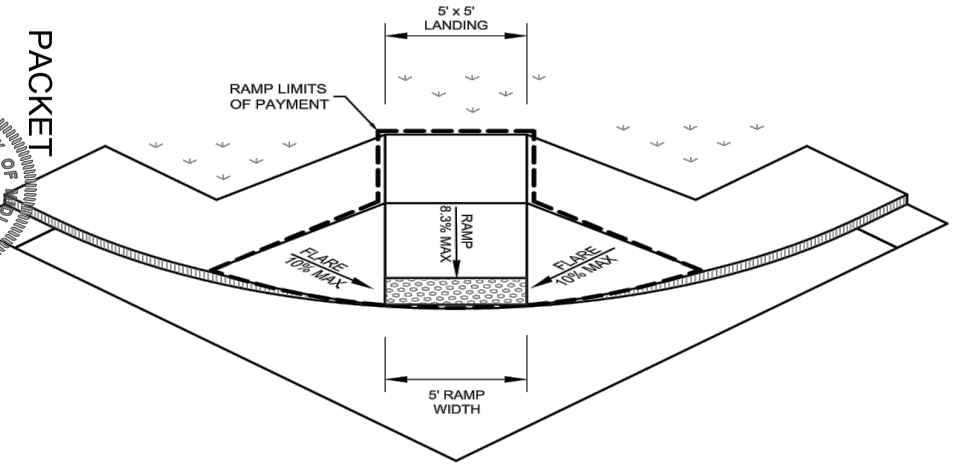
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CITY OF MIDLAND



TYPE 8
DIAGONAL CURB RAMP

CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

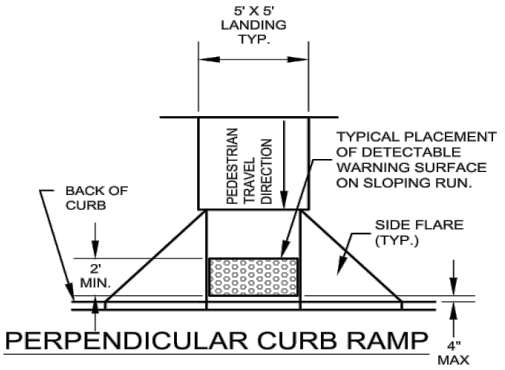
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 226
		DIAGONAL CURB RAMP		

DETECTABLE WARNING SURFACE NOTES:

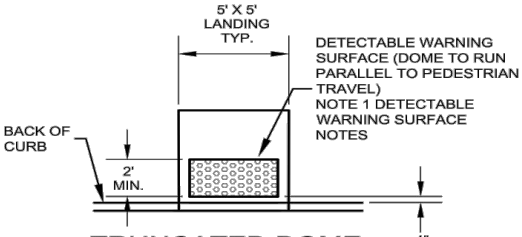
1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-936, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 7.05 DETACHABLE WARNINGS OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE,UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. SHADED AREAS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
7. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
8. SINGLE TILE PLATES COLONIAL RED COLOR.

GENERAL NOTES:

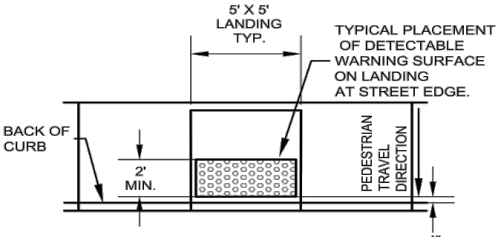
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.



PERPENDICULAR CURB RAMP



TRUNCATED DOME
PATTERN



PARALLEL CURB RAMP

10/01/2021
November 16, 2021
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 233
		DETECTABLE WARNING SURFACE		

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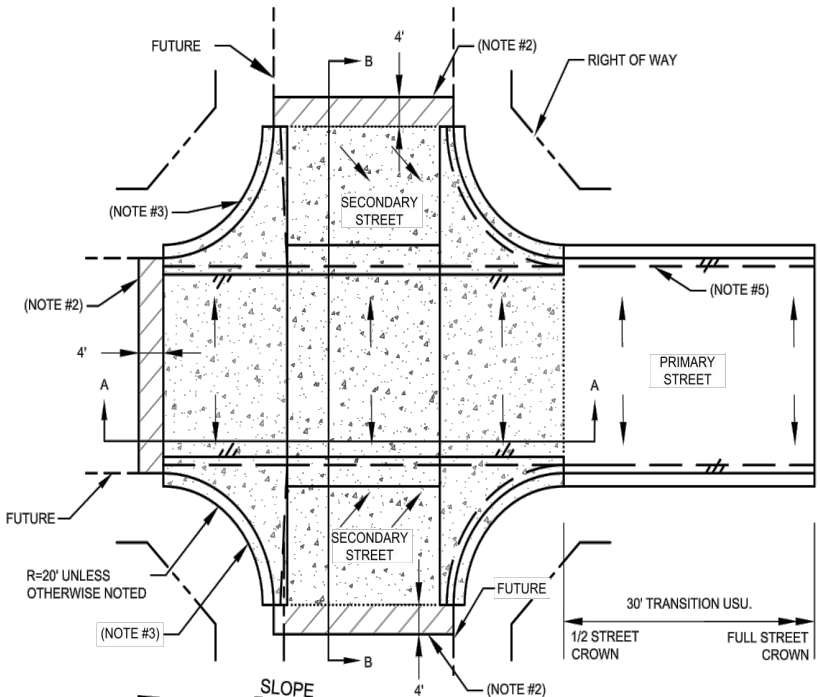
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A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

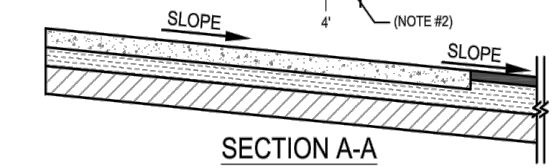
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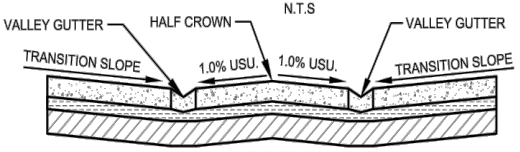
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SECTION A-A

N.T.S



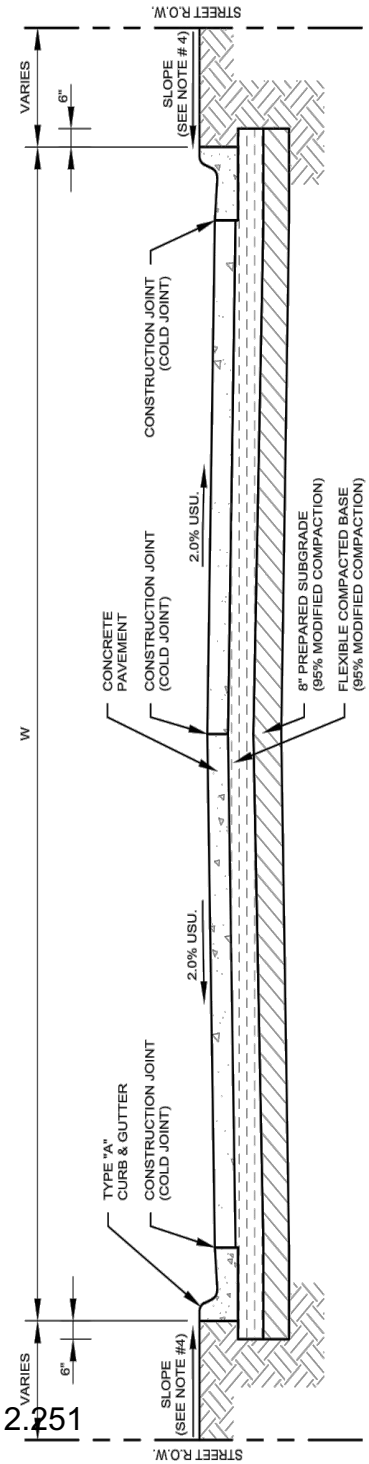
SECTION B-B

N.T.S

NOTES:

1. SAW-CUT JOINTS ARE TO LOCATED THROUGHOUT CONCRETE PAVEMENT AT EQUI-DISTANT SPACING TYPICALLY 10'x10' OR NO GREATER THAN 15'x15'.
2. NO HEADER WILL BE USED IF ROAD ENDS AT INTERSECTION. INSTEAD EXTEND BASE AND SURFACE 4' BEYOND END OF CURB.
3. WARP GUTTER SO THAT IT SLOPES TOWARDS THE VALLEY GUTTER.
4. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT THE INTERSECTION.
5. FLOW PATH LINES.
6. SEAL ALL CONCRETE JOINTS.
7. CONCRETE INTERSECTION PAVEMENT TO EXTEND TO THE FILLET END-OF-RADIUS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TYPICAL LOCAL/COLLECTOR CROWN TRANSITION		236



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. TYPE "A" SAW-CUT JOINTS ARE TO BE LOCATED THROUGHOUT AT EQUIDISTANT SPACING TYPICALLY 10' x 10' OR NO GREATER THAN 15' x 15'. SEAL ALL CONCRETE JOINTS.
3. USE TYPE "B" CURB AND GUTTER WHEN CURB AND PAVEMENT ARE INTEGRAL.
4. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

STREET DIMENSIONS		
W (FT)	CONCRETE THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)
31	6	6
41	7	6
47	8	12
79	8	12
113	8	12

CONCRETE TYPE: CLASS "C" 3600 PSI

TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	CONCRETE PAVEMENT STREET CROWN CROSS SECTION		202
APPROVED: MCC			

MIDLAND Engineering Services

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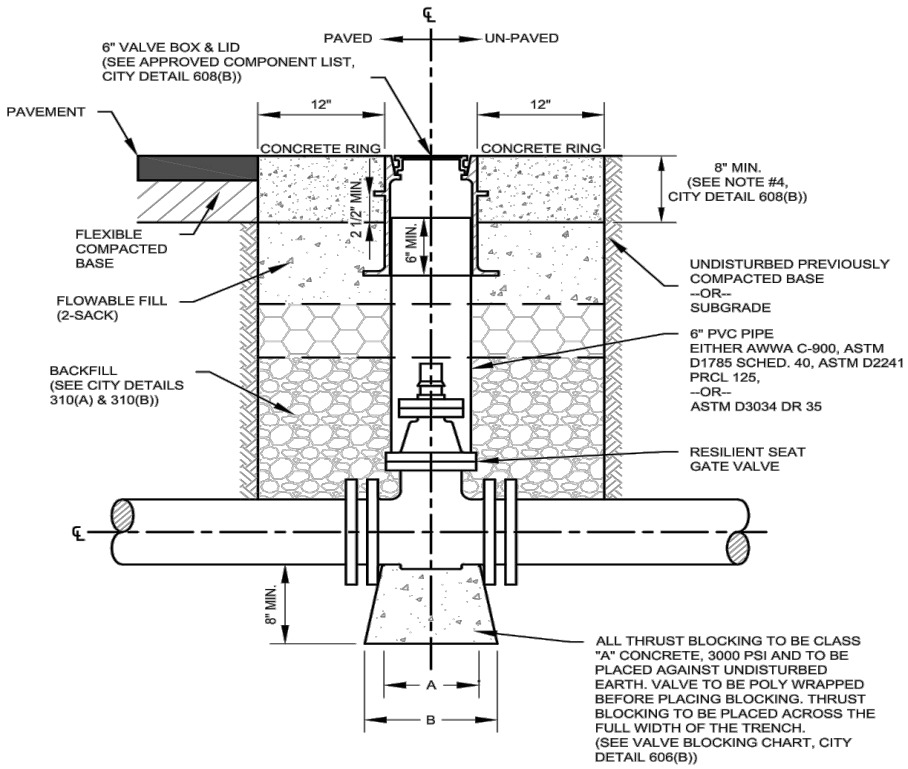
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DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL VALVE AND VALVE BOX		608(A)
APPROVED: MCC			

MIDLAND Engineering Services

12.252

APPROVED COMPONENT LIST			
NO.	VALVES	VALVE COVERS	VALVE BOX
1	MUELLER 2360 M/J	MUELLER 2360 FL X FL	BASS & HAYS STANDARD 390-1 "SHORTY"
2	M & H 4067 M/J	M & H 4067-0	OR APPROVED EQUAL
3	CL0W 2838 M/J	CL0W 2840 FL X FL	
4	OR APPROVED EQUAL	OR APPROVED EQUAL	

VALVE BLOCKING CHART		
PIPE SIZE	A	B
4"	5.0"	10.5"
6"	6.5"	1'-.0"
8"	6.5"	1'-.0"
10"	8.0"	1'-1.0"
12"	8.5"	1'-2.0"

NOTES:

1. FOR VALVES ON WATER MAIN PIPES LARGER THAN 12" SEE CITY DETAIL 609.
2. SETTING VALVE BOX TO GRADE MAY REQUIRE ADDING PVC PIPE. IF ADDITIONAL PIPE IS REQUIRED, USE BELL SECTION WITH GASKET AND SET BELL DOWN OVER EXISTING PIPE RISER. A GASKETED SELF CENTERING COLLAR MAY BE USED IN LIEU OF THE BELL SECTION.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C", 3600 PSI, UNLESS OTHERWISE NOTED.
4. USE FIBER REINFORCEMENT FOR ALL CONCRETE , WHETHER PAVEMENT OR THRUST BLOCKING.
5. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
Not Released for Construction
10/01/2021

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CHECKED: JCF	TYPICAL VALVE AND VALVE BOX DETAILS		608(B)
APPROVED: MCC			

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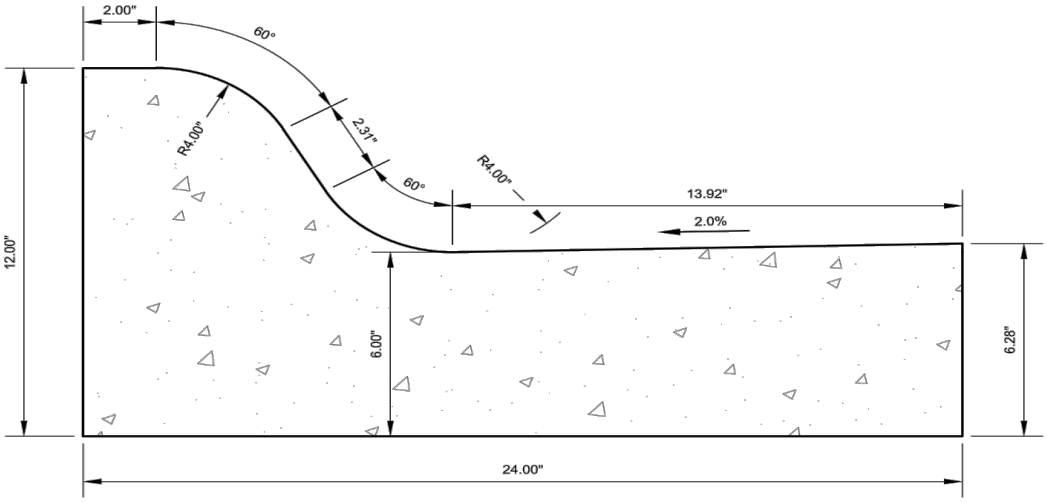
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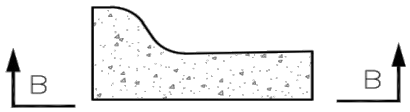
1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
TYPE A STANDARD CURB AND GUTTER			DETAIL: 205

12.253

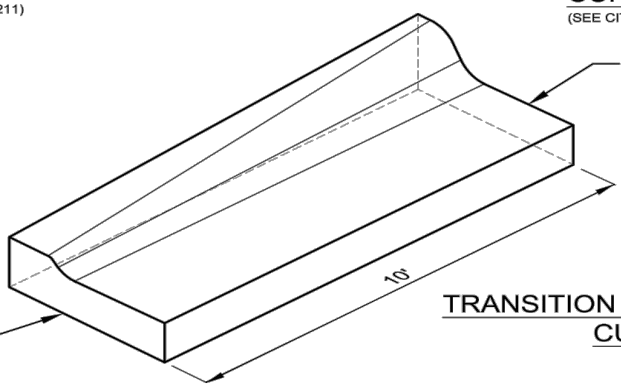


TYPE "D", "E" , OR "F" LAY-DOWN CURB & GUTTER
(SEE CITY DETAIL 209, 210, & 211)



TYPE "A" , "B", OR "C" CURB & GUTTER
(SEE CITY DETAIL 205, 206, & 207)

10/01/2021
STATE OF TEXAS
PROFESSIONAL ENGINEER
LICENSED
106572
ANDREW L. MELLEN



November 16, 2021

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
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MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
TRANSITION TO LAY-DOWN CURB			DETAIL: 208

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MIDLAND, TEXAS

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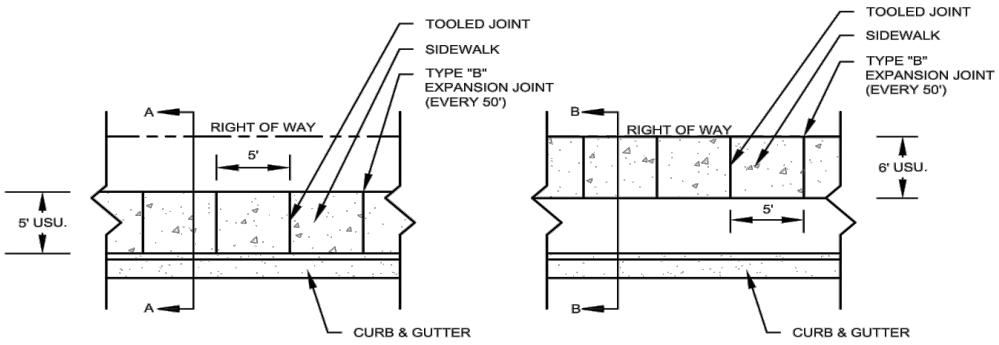
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JOB:	200092

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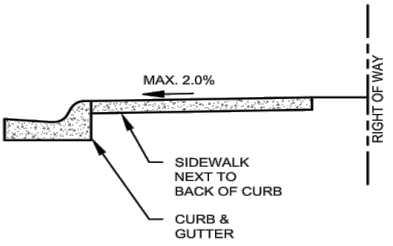
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PACKET

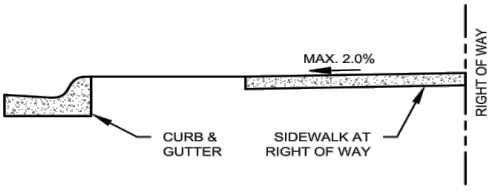


ATTACHED SIDEWALK PLACEMENT



SECTION A - A

DETACHED SIDEWALK PLACEMENT



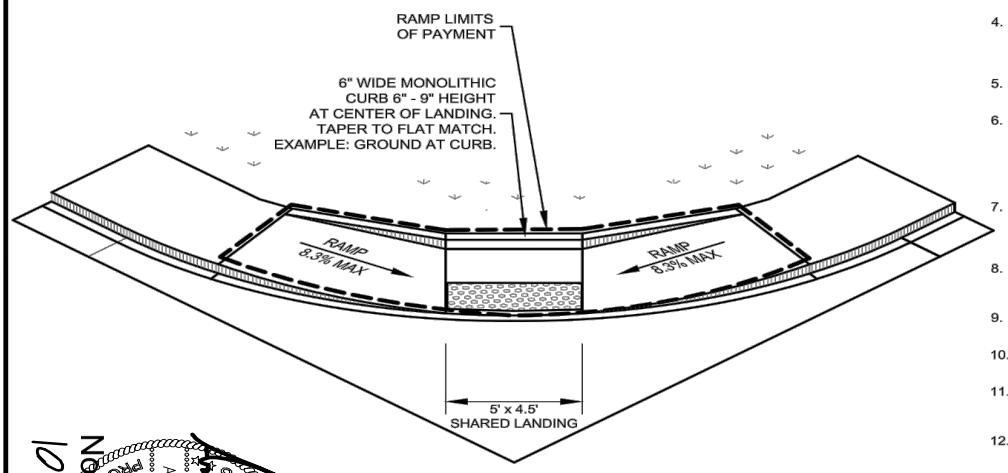
SECTION B - B

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL PEDESTRIAN ACCESS RAMPS AND WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE.
5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
6. DETACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE RIGHT-OF-WAY.
7. SIDEWALK CROSS-SLOPE MAY NOT EXCEED 2.0%.
8. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
9. WHERE OBSTRUCTION IN SIDEWALK EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE. SIDEWALK LOCATION MAY BE SHIFTED WITH THE APPROVAL OF THE CITY ENGINEER.
10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE CITY ENGINEER.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.
13. SIDEWALKS IN DOWNTOWN PER CENTRAL BUSINESS DISTRICT POLICY.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 225
		STANDARD SIDEWALK		

12.254



TYPE 12
DIAGONAL CURB RAMP

CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. ALLOWED FOR NARROW OR CONSTRICTOR RIGHT OF WAY ONLY WITH PERMISSION OF CITY ENGINEER.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/01/2021

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		DIAGONAL CURB RAMP		

56

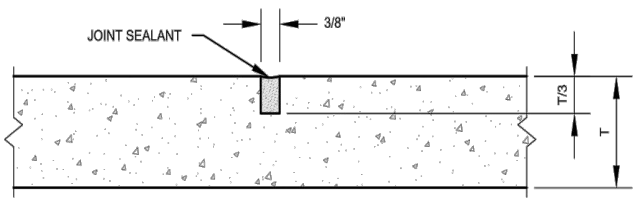
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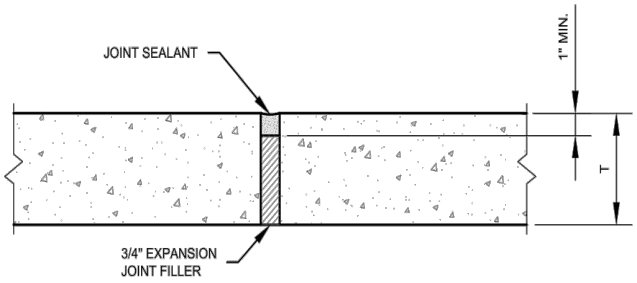
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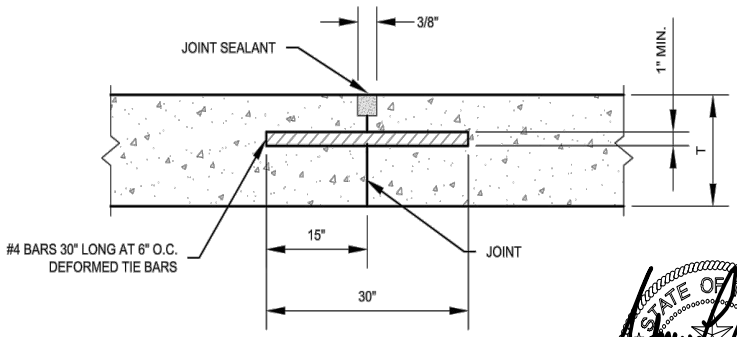
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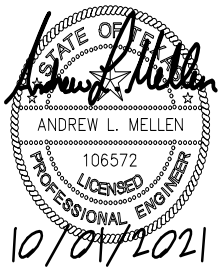
TYPE "A" SAW-CUT JOINT



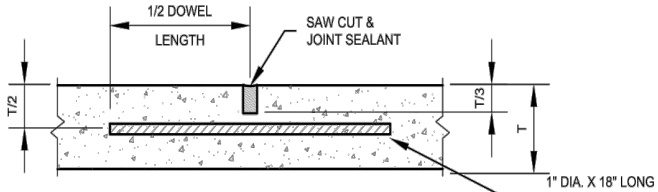
TYPE "B" DOWEL-LESS EXPANSION JOINT



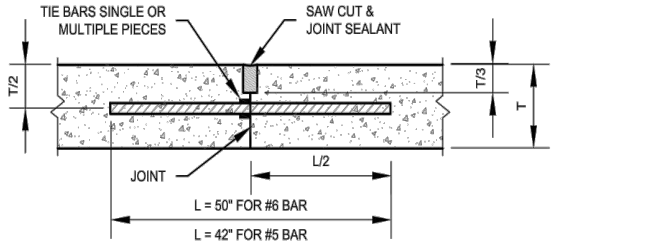
TYPE "C" CONSTRUCTION COLD JOINT



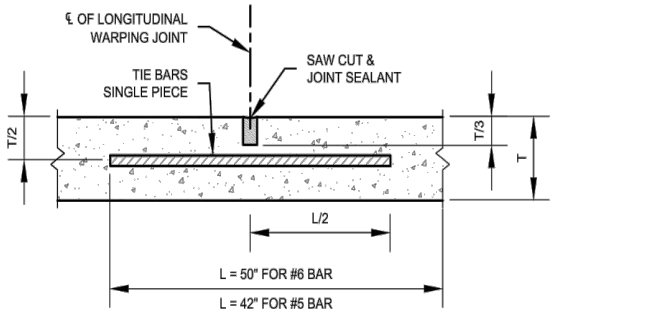
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TYPE "D" TRANSVERSE CONTRACTION JOINT



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.

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PACKET TYPICAL CONCRETE JOINTS 234(A)

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TYPICAL CONCRETE JOINTS 234(B)

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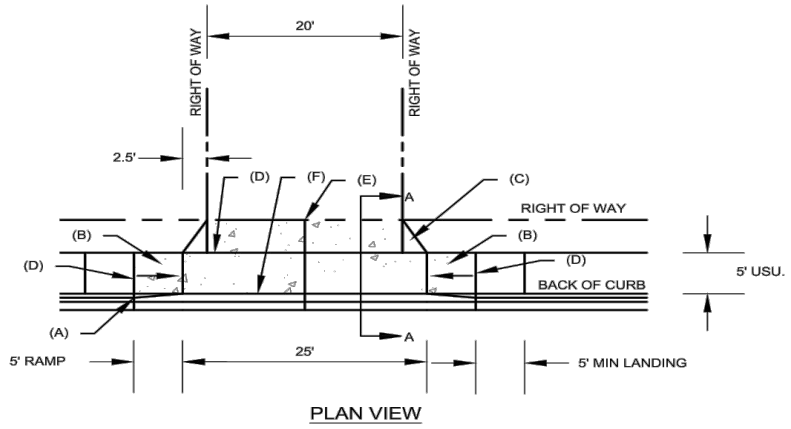
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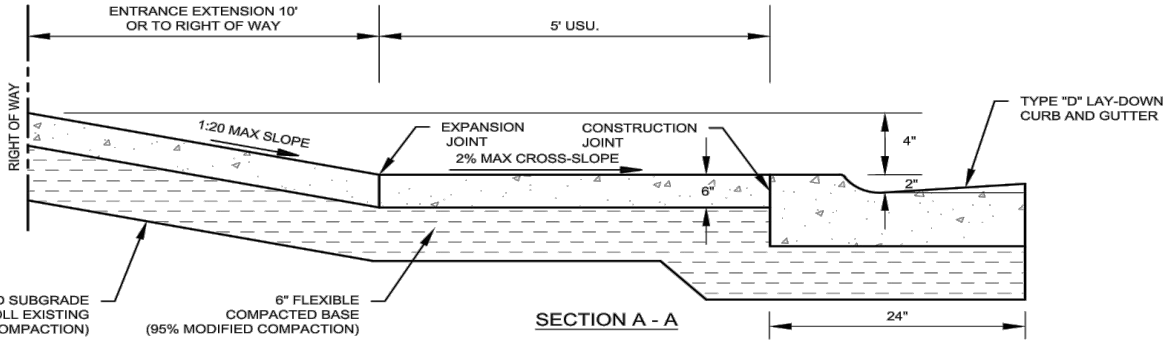
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PLAN VIEW



SECTION A - A

NOTES:

1. (A) = MATCH GUTTER
2. (B) = DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = CONCRETE FLARE
4. (D) = TYPE B EXPANSION JOINT
5. (E) = TYPE A SAW-CUT JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)

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		STANDARD ALLEY APPROACH		219(A)

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER ALLEY APPROACH IS PLACED.
2. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF ALLEY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE ALLEY APPROACH.
3. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
4. 2" INVERT REQUIRED AT ALLEY APPROACH CENTER LINE WHEN ALLEY DRAINS TOWARDS STREET. IF ALLEY DRAINS AWAY FROM STREET THEN BACK OF APPROACH IS FLAT.
5. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE ENTRANCE IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
6. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
7. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
8. SEAL ALL CONCRETE JOINTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

12:25:56



10/01/2021

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NOT FOR CONSTRUCTION
OCTOBER 16, 2021

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		STANDARD ALLEY APPROACH		219(B)

58

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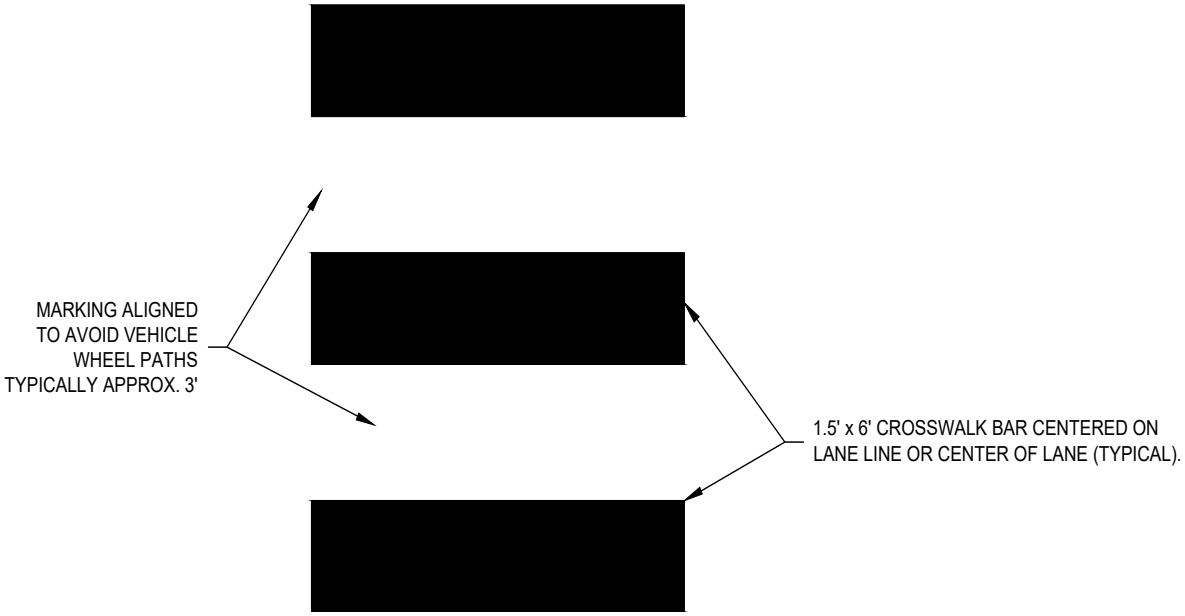
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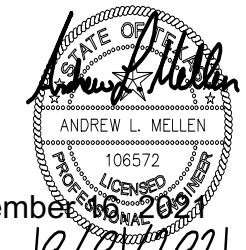


NOTES:

- MATERIAL IS TO BE THERMOPLASTIC COMPLIANT WITH TXDOT DMS-8220 OR DMS-8240.
- MARKINGS ARE TO BE APPLIED PER TXDOT ITEM 666, RETROREFLECTORIZED PAVEMENT MARKINGS.
- WHERE THERMOPLASTIC IS TO BE APPLIED TO CONCRETE (ANY AGE) OR OLD ASPHALT (3 YEARS+), A PRIMER IS TO BE APPLIED PRIOR TO APPLICATION. PRIMER IS TO BE COMPATIBLE WITH THERMOPLASTIC AND SURFACE MATERIALS, SEE TXDOT PAVEMENT MARKING HANDBOOK, TABLE 2-3, MATERIAL COMPATIBILITY MATRIX.
- AS NOTED IN TXDOT ITEM 666, THE SURFACE MUST BE THOROUGHLY CLEANED AND DRY PRIOR TO INSTALLATION.

3 CONTINENTAL CROSSWALK (THERMO)

N.T.S.



10/01/2021

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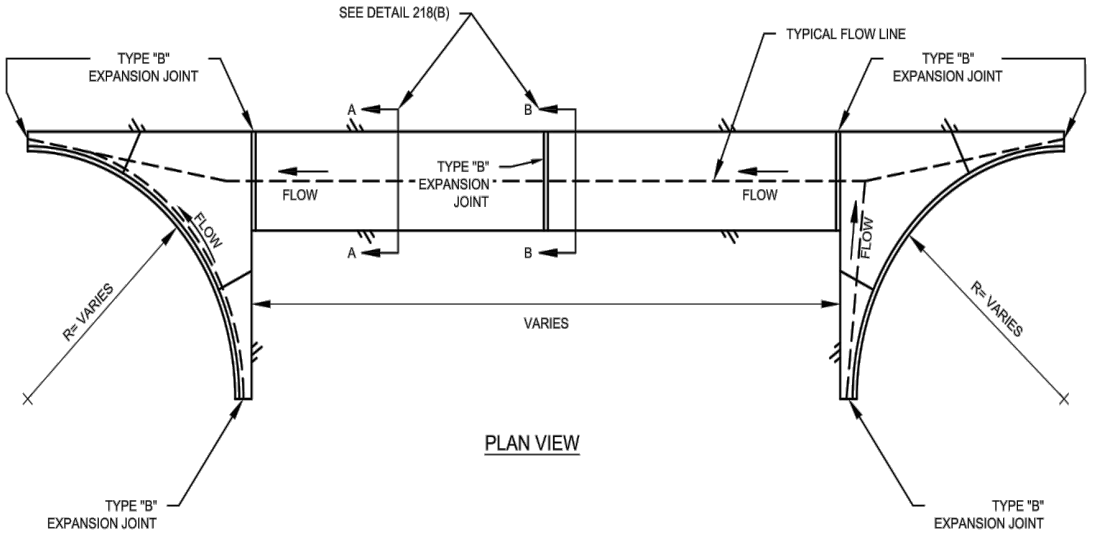
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PLAN VIEW

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.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 218(A)
		FILLET AND VALLEY GUTTER		

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

CITY OF MIDLAND APPROVED

PACKET 12.258 November 16, 2021

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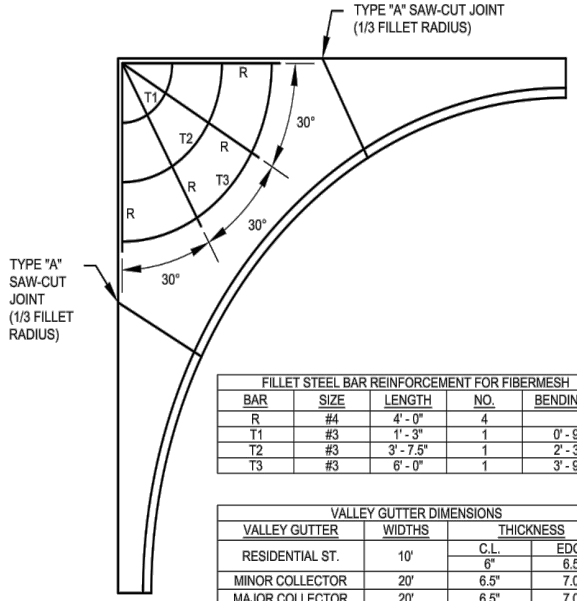
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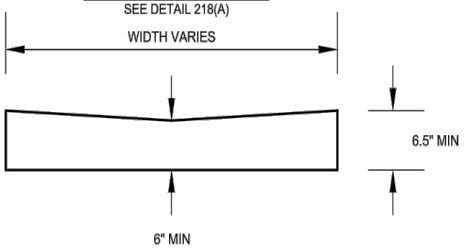


FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
T1	#3	1' - 3"	1	0' - 9"
T2	#3	3' - 7.5"	1	2' - 3"
T3	#3	6' - 0"	1	3' - 9"

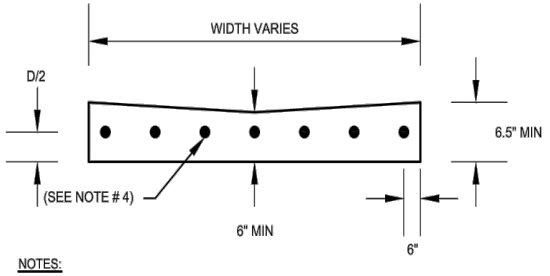
VALLEY GUTTER DIMENSIONS			
VALLEY GUTTER	WIDTHS	THICKNESS	
		C.L.	EDGE
RESIDENTIAL ST.	10'	6"	6.5"
MINOR COLLECTOR	20'	6.5"	7.0"
MAJOR COLLECTOR	20'	6.5"	7.0"
MINOR ARTERIAL	20'	7.5"	8.0"
MAJOR ARTERIAL	SEE PLANS		
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED			

FILLET DIMENSIONS				
BACK OF CURB RADIUS	FILLET AREAS (90°)			CURB LENGTH
	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.84	9.54	28.27
20	22	103.86	11.54	31.42
25	27	156.44	17.38	39.27
30	32	219.75	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

TYPICAL SECTION A - A
SEE DETAIL 218(A)



JOINT SECTION B - B
SEE DETAIL 218(A)



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.

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FILLET AND VALLEY GUTTER

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

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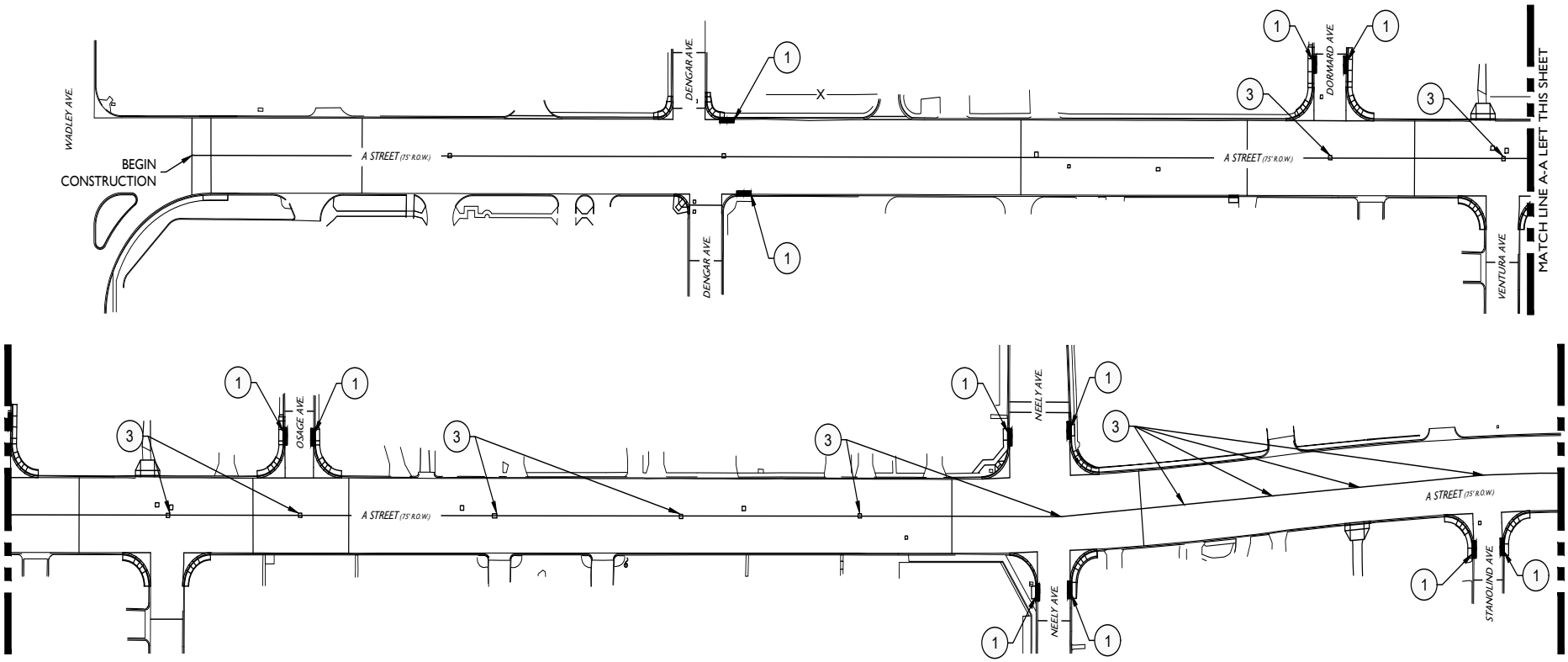
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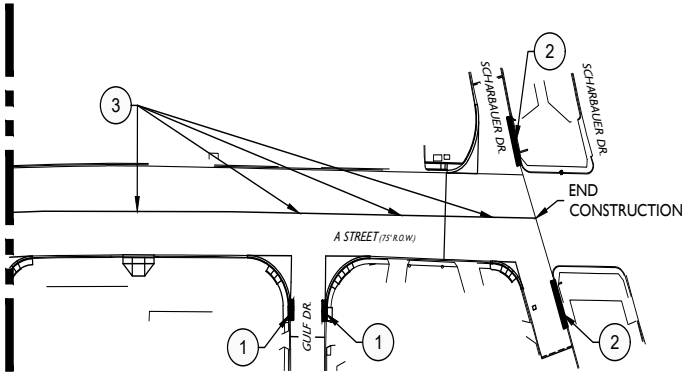
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REFER TO SHEET 63 FOR GENERAL SWPPP NOTES.

NOTES:

1. SAND/GRAVEL BAGS OR FILTER SOCKS FOR CURBS INLETS, SEE SHEET 63 FOR DETAIL.
2. ROCK FILER DAMS FOR CURB OPENINGS, SEE SHEET 63 FOR DETAIL. DO NOT STAKE INTO ROAD SURFACE.
3. MANHOLE INLET PROTECTION. TEMPORARILY REPLACE GRATED COVERS WITH STANDARD COVERS PROVIDED BY CITY UNTIL WORK IS COMPLETE.

0' 120' 240'

SCALE: 1" = 120'

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

CITY OF MIDLAND
APPROVED

PACKET 12.260 November 16, 2021

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BY	APPR.	DATE

Δ	REVISIONS

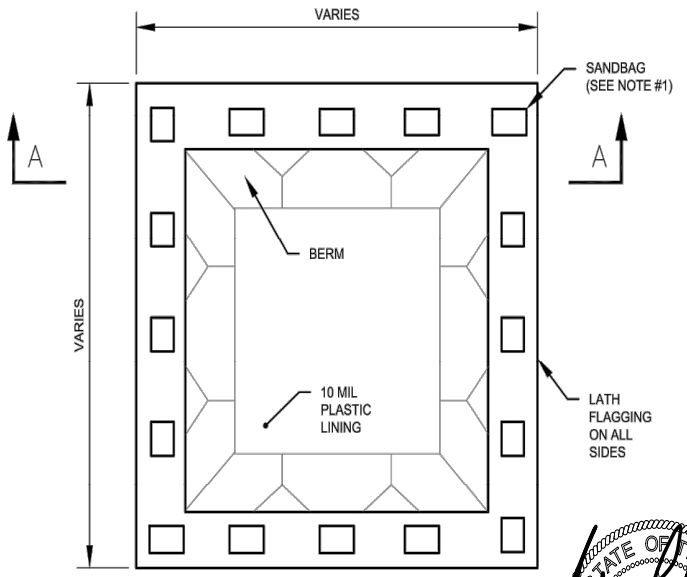
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JOB: 200092

MIDLAND Engineering Services

EROSION CONTROL PLAN
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

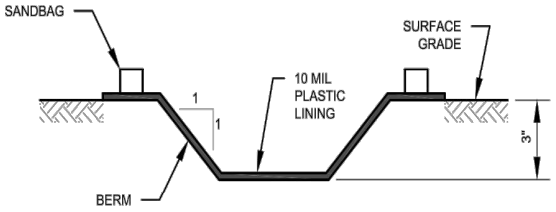
62

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F:\2020\200092-CITY OF MIDLAND-A STREET CONCRETE PAVEMENT REPLACEMENT\DRAWINGS\CIVIL CONSTRUCTION PLANS\200092 62 EROSION CONTROL PLAN.DWG



DEPRESSED WASHOUT

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021



SECTION 'A-A'

NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 704
PACKET	CONCRETE WASHOUT OPTION 1		

GENERAL NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
2. CONTRACTOR IS TO MAINTAIN EROSION 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.
3. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
4. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN (LOCATION DESCRIPTION) DESIGNATED AS PART OF WORK ZONE AREA.
5. ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE NOT PERMITTED IN SCHARBAUER DRAW.
6. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
7. CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCES WASHOUT IN UTILITY TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTRAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.
8. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF THE COMPLIANCE WITH TPDES REGULATIONS. THE CONTRACTOR SHALL FILE NOTICE OF INTENT (NOI) TO BE COVERED BY TDPES CONSTRUCTION GENERAL PERMIT, TXR 150000
9. THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS: TO DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE, TO LIMIT EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE, AND TO REMOVE SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
10. AVOID PLACING LARGE QUANTITIES OF SPOILS ON THE ROAD AND OTHER EXCAVATED AREAS. THE AREAS BEING EXCAVATED SHOULD BE SWEPT DAILY AND REMAIN CLEAN TO THE MAXIMUM EXTENT PRACTICABLE.
11. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
12. THE CONTRACTOR MUST AMEND THE STORM WATER POLLUTION PREVENTION PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
13. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS OF INADEQUACIES REVEALED BY THE INSPECTIONS MUST BE IMPLEMENTED WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.
14. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED AND MADE PART OF THE PLAN.
15. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES CONSTRUCTION GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN.
16. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROL EQUIPMENT WASHING.
17. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS, AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
18. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
19. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
20. CONTRACTOR HAS SOLE RESPONSIBILITY FOR VEGETATION 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.
21. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT SOLE DISCRATION OF ENGINEER IF AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES AR INSUFFICIENT FOR NEEDS OF PROJECT SITE.
22. 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.
23. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSE BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

GRAVEL BAG INSTALLATION NOTES:

1. GRAVEL BURLAP BAGS SHALL BE PLACED ALONG CURB AND GUTTER SYSTEM TO PREVENT SEDIMENT FROM MOVING INTO THE DRAW.
2. SUFFICIENT SPACE SHALL BE PROVIDED UPSLOPE FROM BAGS SO THAT PONDING CAN OCCUR.
3. BAGS SHALL BE PLACED FLAT SO THAT THE MAXIMUM POSSIBLE AREA IS IN CONTACT WITH THE GROUND.
4. BAGS SHALL BE REPLACED ONCE EVERY THREE MONTHS, OR MORE OFTEN IF DEEMED NECESSARY BY THE CONTRACTOR, INSPECTOR OF ENGINEER.
5. BAG INSPECTIONS FOR RIPS, TEARS, LEAKS, AND OTHER DAMAGE ARE TO BE CONDUCTED AFTER EVERY RAIN EVENT. THE RESULTS OF THESE INSPECTIONS ARE TO BE DOCUMENTED IN THE SWPPP INSPECTION REPORT.
6. BAG OPENINGS SHALL FACE UP SO THAT THEY ARE NOT IN CONTACT WITH THE GROUND.
7. BAGS SHALL BE FILLED TO 60 PERCENT MAXIMUM CAPACITY WITH 80 PERCENT OR MORE OF THE AGGREGATE BETWEEN THE No. 4 SIEVE AND 3 INCHES IN SIZE.
8. PLACEMENT OF GRAVEL BAGS SHOULD NOT BLOCK ADA WALKING PATHS.

PERMANENT BMP CONSTRUCTION NOTES:

1. GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY PROJECT CONSTRUCTION ACTIVITY.
2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.
3. LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVE FROM SITE. CONCRETE TRUCKS ARE NEVER TO WASHOUT INTO ON-SITE TRENCHES.
4. CONTRACTOR MUST AT MINIMUM 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 IMPEED THEIR EFFECTIVENESS.

Know what's below. Call before you dig.

Δ	REVISIONS	BY	APPR.	DATE

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APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

MIDLAND Engineering Services

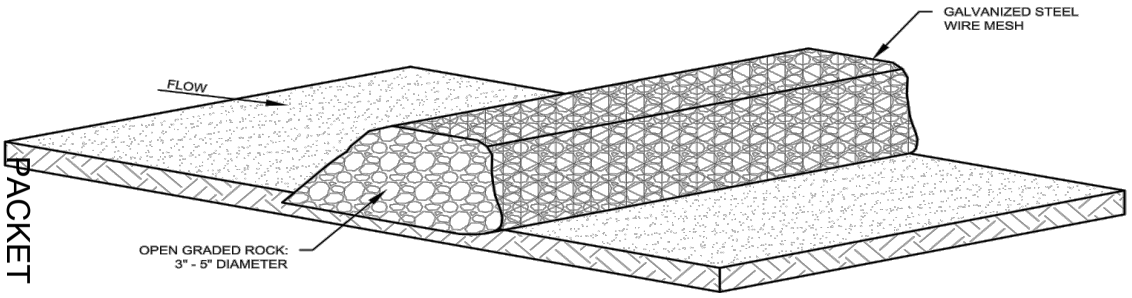
EROSION CONTROL DETAILS
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

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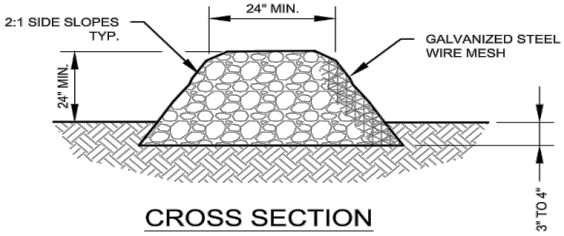
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PACKET



ISOMETRIC VIEW



CROSS SECTION

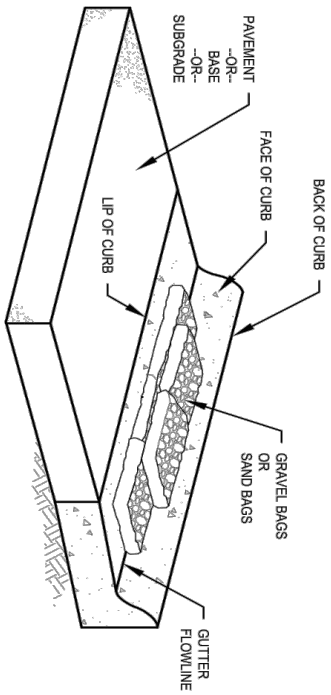
NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
ROCK FILTER DAM			DETAIL: 708

NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
CURB GRAVEL OR SAND BAGS			DETAIL: 712

November 16, 2021

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EROSION CONTROL DETAILS
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

MIDLAND Engineering Services

DRAWN BY:	TDE
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APPROVED BY:	ALM
DATE:	10/01/2021
JOB:	200092

Δ	REVISIONS	BY	APPR.	DATE

811 Know what's below. Call before you dig.

WATER VALVE COORDINATE LOCATIONS				
		COORDINATES		
SHEET NUMBER	LOCATION	VALVE	NORTHING	EASTING
11	DENGAR AVE.	V1	N: 10,704,793.82	E: 1,751,826.29
11	DENGAR AVE.	V2	N: 10,704,771.19	E: 1,751,732.35
11	DENGAR AVE.	V3	N: 10,704,768.94	E: 1,751,723.09
11	A STREET	V4	N: 10,704,363.32	E: 1,751,872.74
11	A STREET	V5	N: 10,704,263.91	E: 1,751,895.60
12	A STREET	V6	N: 10,703,055.05	E: 1,752,196.16
12	A STREET	V7	N: 10,702,884.53	E: 1,752,215.45
12	A STREET	V8	N: 10,702,860.13	E: 1,752,245.37
13	A STREET	V9	N: 10,702,420.88	E: 1,752,374.62
13	A STREET	V10	N: 10,701,888.45	E: 1,752,480.92
13	A STREET	IV1	N: 10,701,905.80	E: 1,752,490.04

ADA RAMP COORDINATE LOCATIONS				
		COORDINATES		
SHEET NUMBER	LOCATION	ADA RAMPS	NORTHING	EASTING
11	DENGAR AVE. & A ST.	H1	N: 10,704,835.27	E: 1,751,814.88
11	DENGAR AVE. & A ST.	H2	N: 10,704,766.92	E: 1,751,832.53
11	DENGAR AVE. & A ST.	H3	N: 10,704,790.70	E: 1,751,717.27
11	DENGAR AVE. & A ST.	H4	N: 10,704,140.65	E: 1,752,008.66
11	DENGAR AVE. & A ST.	H5	N: 10,704,043.02	E: 1,752,033.68
12	DENGAR AVE. & A ST.	H6	N: 10,703,799.68	E: 1,752,096.10
12	DENGAR AVE. & A ST.	H7	N: 10,703,705.70	E: 1,752,120.31
12	DENGAR AVE. & A ST.	H8	N: 10,703,915.16	E: 1,751,926.02
12	DENGAR AVE. & A ST.	H9	N: 10,703,817.52	E: 1,751,951.16
12	DENGAR AVE. & A ST.	H10	N: 10,702,993.44	E: 1,752,303.29
12	DENGAR AVE. & A ST.	H11	N: 10,702,865.72	E: 1,752,341.00
12	DENGAR AVE. & A ST.	H12	N: 10,702,831.32	E: 1,752,209.48
13	DENGAR AVE. & A ST.	H13	N: 10,702,452.36	E: 1,752,341.38
13	DENGAR AVE. & A ST.	H14	N: 10,702,359.44	E: 1,752,369.36

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MIDLAND Engineering Services

WATER VALVE AND ADA RAMP COORDINATION SHEET
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

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STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

PACKET 12.263 November 16, 2021

CITY OF MIDLAND APPROVED

MANHOLE COORDINATE LOCATIONS				
		COORDINATES		
SHEET NUMBER	LOCATION	MANHOLE	NORTHING	EASTING
11	A STREET	M1	N: 10,705,054.48	E: 1,751,704.91
11	A STREET	M2	N: 10,704,749.57	E: 1,751,783.57
11	A STREET	M3	N: 10,704,402.23	E: 1,751,873.52
11	A STREET	M4	N: 10,704,169.30	E: 1,751,935.65
12	A STREET	M5	N: 10,703,896.53	E: 1,752,011.37
12	A STREET	M6	N: 10,703,880.16	E: 1,752,013.46
12	A STREET	M7	N: 10,703,556.49	E: 1,752,096.31
12	A STREET	M8	N: 10,703,409.08	E: 1,752,148.82
12	A STREET	M9	N: 10,703,242.94	E: 1,752,176.61
12	A STREET	M10	N: 10,702,928.36	E: 1,752,257.48
12	A STREET	M11	N: 10,702,926.23	E: 1,752,273.18
13	A STREET	M12	N: 10,702,565.15	E: 1,752,375.01
13	A STREET	M13	N: 10,702,462.84	E: 1,752,392.45
13	A STREET	M14	N: 10,702,471.18	E: 1,752,424.19
13	A STREET	M15	N: 10,702,291.53	E: 1,752,483.13
13	A STREET	M16	N: 10,702,265.66	E: 1,752,426.78
13	A STREET	M17	N: 10,701,961.10	E: 1,752,596.35
13	A STREET	M18	N: 10,701,977.98	E: 1,752,558.67
13	A STREET	M19	N: 10,701,903.47	E: 1,752,524.51

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PACKET 12.264 November 16, 2021

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10/01/2021

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DATE: 10/01/2021
JOB: 200092

MIDLAND Engineering Services

MANHOLE COORDINATION SHEET
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

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STORM DRAIN COORDINATE LOCATIONS				
		COORDINATES		
SHEET NUMBER	LOCATION	STORM DRAIN	NORTHING	EASTING
11	A STREET	S1	N: 10,704,124.83	E: 1,751,942.73
11	A STREET	S2	N: 10,704,079.16	E: 1,751,954.41
11	DORMARD AVE.	S3	N: 10,704,087.66	E: 1,751,990.13
11	DORMARD AVE.	S4	N: 10,704,113.35	E: 1,752,026.47
11	DORMARD AVE.	S5	N: 10,704,075.75	E: 1,752,037.14
12	A STREET	S6	N: 10,703,880.28	E: 1,752,005.05
12	VENTURA AVE.	S7	N: 10,703,861.19	E: 1,751,918.35
12	A STREET	S8	N: 10,703,825.02	E: 1,752,019.39
12	OSAGE AVE.	S9	N: 10,703,771.68	E: 1,752,111.19
12	OSAGE AVE.	S10	N: 10,703,737.36	E: 1,752,118.97
12	OSAGE AVE.	S11	N: 10,703,732.59	E: 1,752,093.54
12	A STREET	S12	N: 10,703,725.18	E: 1,752,045.10
12	A STREET	S13	N: 10,703,616.55	E: 1,752,072.30
12	A STREET	S14	N: 10,703,468.20	E: 1,752,110.71
12	A STREET	S15	N: 10,703,349.04	E: 1,752,141.05
12	A STREET	S16	N: 10,703,133.33	E: 1,752,196.78
12	A STREET	S17	N: 10,703,024.40	E: 1,752,224.87
12	NEELY AVE.	S18	N: 10,702,965.12	E: 1,752,316.61
12	NEELY AVE.	S19	N: 10,702,897.50	E: 1,752,340.27
12	NEELY AVE.	S20	N: 10,702,928.63	E: 1,752,303.64
12	A STREET	S21	N: 10,702,915.74	E: 1,752,253.44
12	NEELY AVE.	S22	N: 10,702,903.05	E: 1,752,205.60
12	A STREET	S23	N: 10,702,774.73	E: 1,752,299.90
13	A STREET	S24	N: 10,702,668.80	E: 1,752,337.85
13	A STREET	S25	N: 10,702,536.14	E: 1,752,386.61
13	A STREET	S26	N: 10,702,408.30	E: 1,752,425.98
13	STANOLIND AVE.	S27	N: 10,702,421.71	E: 1752345.95
13	STANOLIND AVE.	S28	N: 10,702,394.21	E: 1,752,378.89
13	STANOLIND AVE.	S29	N: 10,702,387.37	E: 1,752,353.30
13	A STREET	S30	N: 10,702,280.84	E: 1,752,461.46
13	A STREET	S31	N: 10,702,080.41	E: 1,752,531.87
13	A STREET	S32	N: 10,702,082.20	E: 1,752,508.62
13	GULF AVE.	S33	N: 10,702,081.82	E: 1,752,425.45
13	A STREET	S34	N: 10,701,958.28	E: 1,752,538.07

****NOTE: ALL STORM DRAINS LISTED ABOVE ARE TO BE REMOVED ON SEPERATE PROJECT.****

PACKET 12.265 November 16, 2021

CITY OF MIDLAND APPROVED

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

MIDLAND Engineering Services

STORM DRAIN COORDINATION SHEET
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

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FIRE HYDRANT COORDINATE LOCATIONS				
		COORDINATES		
SHEET NUMBER	LOCATION	FIRE HYDRANT	NORTHING	EASTING
11	DENGAR AVE.	FH1	N: 10,704,121.31	E: 1,752,036.05

GAS RISER COORDINATE LOCATIONS				
		COORDINATES		
SHEET NUMBER	LOCATION	GAS RISER	NORTHING	EASTING
11	DORMARD AVE.	G1	N: 10,704,098.88	E: 1,752,010.05
12	NEELY AVE. & A ST.	G2	N: 10,702,967.54	E: 1,752,284.11

POWER POLE COORDINATE LOCATIONS				
		COORDINATES		
SHEET NUMBER	LOCATION	GAS RISER	NORTHING	EASTING
11	A ST. & DENGAR AVE.	P1	N: 10,704,832.46	E: 1,751,806.30
12	A STREET	P2	N: 10,703,924.51	E: 1,752,038.85
13	A STREET	P3	N: 1,0702,973.46	E: 1,752,285.45

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Know what's below. Call before you dig.

Δ	REVISIONS	BY	APPR.	DATE

DRAWN BY: TDE
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

MIDLAND Engineering Services

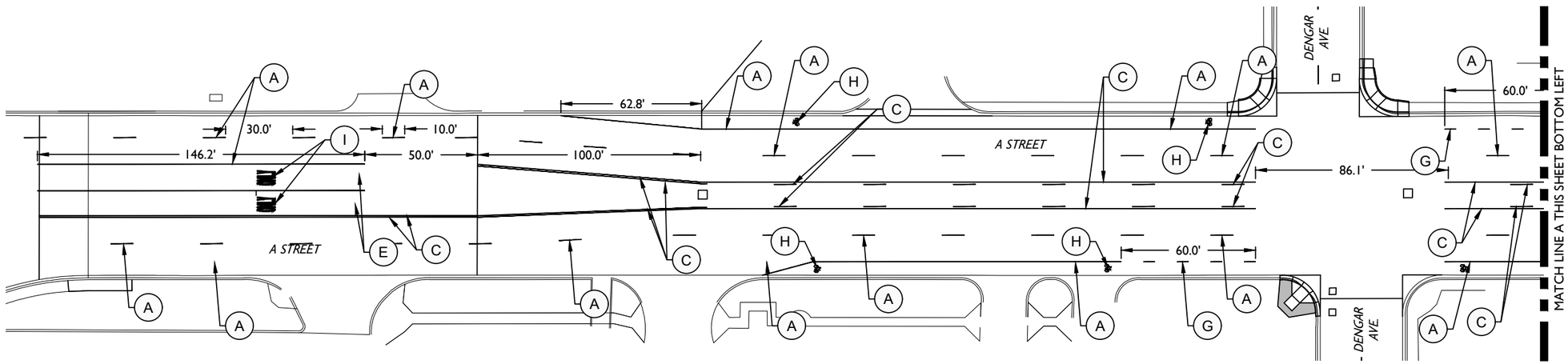
UTILITY COORDINATION SHEET
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

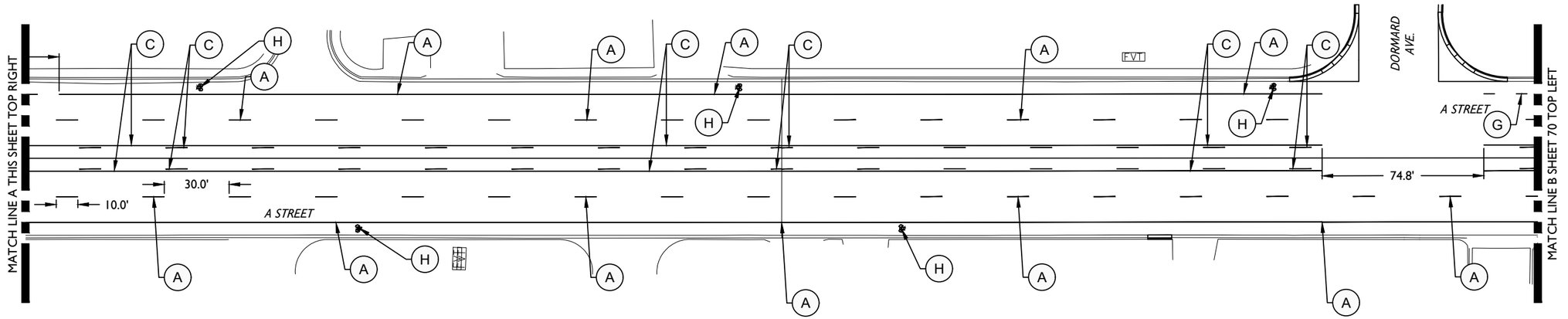
68

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

PACKET 12.266 November 16, 2021

CITY OF MIDLAND
APPROVED





APPROVED CITY OF MIDLAND ENGINEERING 10/05/2021

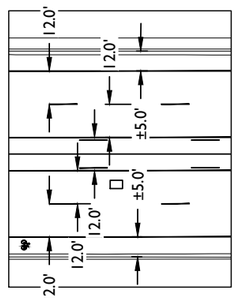
NOTE:
ALL PAVEMENT MARKING WORK IS TO BE IN ACCORDANCE WITH THE LATEST STANDARD DRAWINGS AND SPECIFICATIONS OF THE TEXAS DEPARTMENT OF TRANSPORTATION UNLESS OTHERWISE SHOWN ON THESE PLANS OR DIRECTED BY THE ENGINEER

0' 50' 100' 150'

SCALE 1" = 50'

LEGEND

- (A) REFL PAV MRK TY I (W) (4IN) (SLD)
- (B) REFL PAV MRK TY I (W) (24IN) (SLD)
- (C) REFL PAV MRK TY I (Y) (4IN) (SLD)
- (D) REFL PAV MRK TY I (Y) (24IN) (SLD)
- (E) REFL PAV MRK TY I (W) (ARROW)
- (F) CROSSWALK DETAIL REFER TO DETAIL 3 SHEET 63
- (G) REFL PAV MRK TY I (W) (4IN) (DASHED, 5' LINE, 10' GAP)
- (H) BIKE LOGO (W) (72 IN TALL)
- (I) REFL PAV MRK TY I (W) ("ONLY")



DETAIL "A"
TYPICAL ROAD LANE
STRIPING DIMENSIONS
N.T.S.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/01/2021

Know what's below. Call before you dig.

BY	APPR.	DATE

Δ REVISIONS

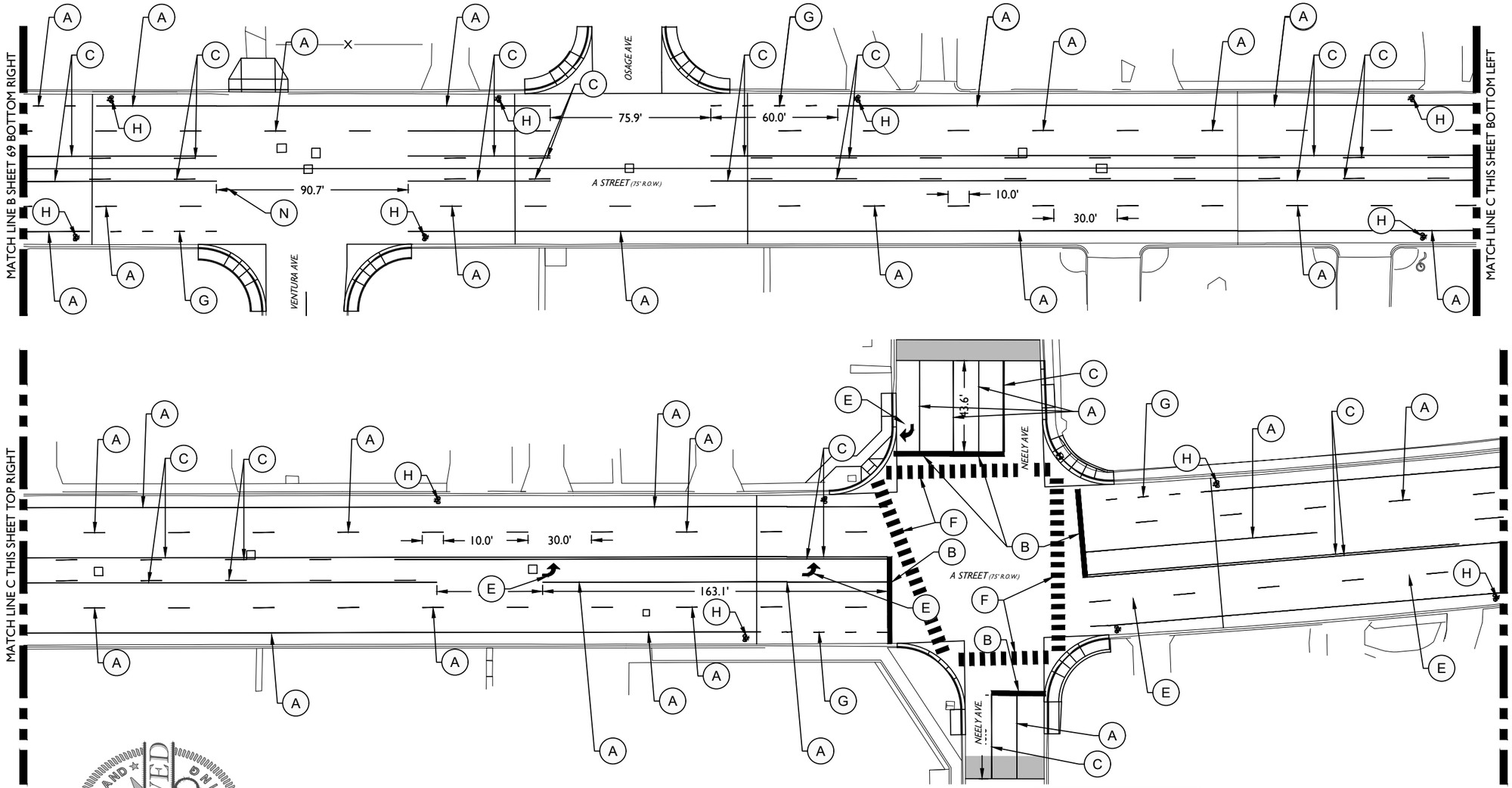
DRAWN BY: TDE
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 10/01/2021
JOB: 200092

MIDLAND Engineering Services

PAVEMENT MARKER PLAN
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

69

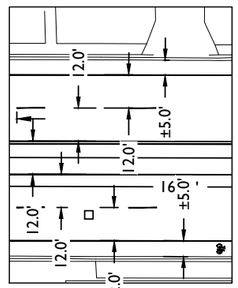
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LEGEND

- (A) REFL PAV MRK TY I (W) (4IN) (SLD)
- (B) REFL PAV MRK TY I (W) (24IN) (SLD)
- (C) REFL PAV MRK TY I (Y) (4IN) (SLD)
- (D) REFL PAV MRK TY I (Y) (24IN) (SLD)
- (E) REFL PAV MRK TY I (W) (ARROW)
- (F) CROSSWALK DETAIL REFER TO DETAIL SHEET 63
- (G) REFL PAV MRK TY I (W) (4IN) (DASHED, 5' LINE, 10' GAP)
- (H) BIKE LOGO (W) (72 IN TALL)

NOTE:
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DETAIL "A"
TYPICAL ROAD LANE STRIPING DIMENSIONS
N.T.S.

APPROVED CITY OF MIDLAND ENGINEERING 10/05/2021

0' 50' 100' 150'
SCALE 1" = 50'

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/01/2021

Know what's below. Call before you dig.

BY	APPR.	DATE

REVISIONS

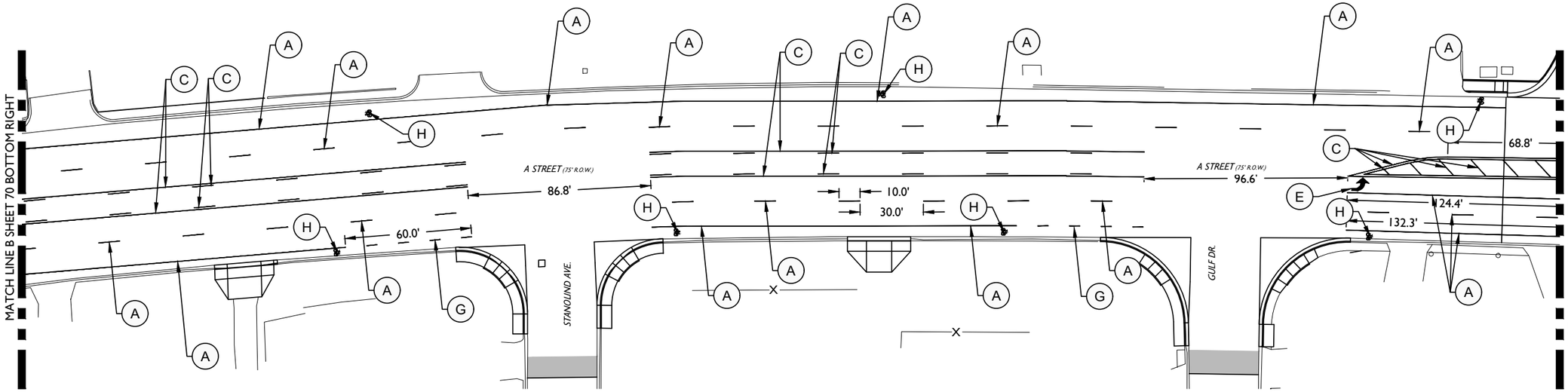
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DATE: 10/01/2021
JOB: 200092

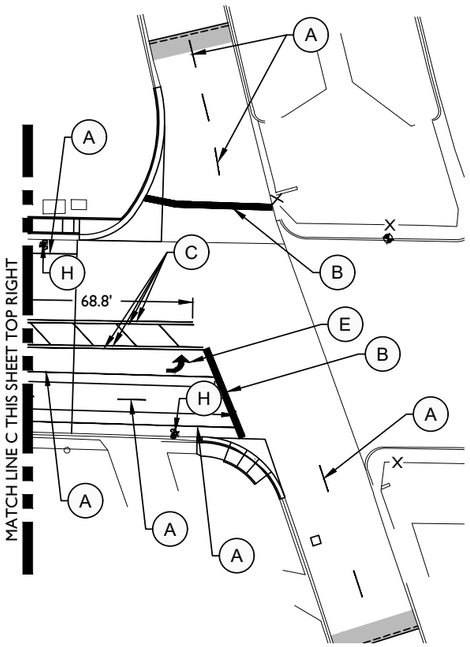
MIDLAND Engineering Services

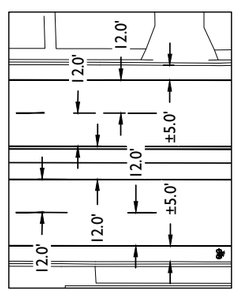
PAVEMENT MARKER PLAN
A STREET PAVEMENT REPLACEMENT PUBLIC IMPROVEMENTS
MIDLAND, TEXAS

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DETAIL "A"
TYPICAL ROAD LANE
STRIPING DIMENSIONS
N.T.S.

LEGEND

- (A) REFL PAV MRK TY I (W) (4IN) (SLD)
- (B) REFL PAV MRK TY I (W) (24IN) (SLD)
- (C) REFL PAV MRK TY I (Y) (4IN) (SLD)
- (D) REFL PAV MRK TY I (Y) (24IN) (SLD)
- (E) REFL PAV MRK TY I (W) (ARROW)
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NOTE:
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CITY OF MIDLAND ENGINEER APPROVED 10/05/2021

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
Permission is hereby granted to construct the City infrastructure as shown on the plans and specifications submitted to and approved by the City of Midland, Texas, and to be on, subdivision for any violation of any of the provisions of the City Codes of the City of Midland, Texas, or of any other ordinance or adopted policy of the City of Midland, Texas, or to violate or cancel the provisions of the City Codes of the City of Midland, Texas, or of any other ordinance or adopted policy of the City of Midland, Texas. This permission shall not be valid unless the terms of this Approval are met and the Director of Engineering or his designee has signed the Approval. Approval of Public Improvements and Services Department shall not relieve the Director of Engineering of the City of Midland, Texas, of the responsibility to require corrections of errors in the construction drawings and other data. The Director of Engineering

City Council Meeting

Item Number: 13

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: Motion authorizing the execution of a Planetarium Cooperative Agreement with the Museum of the Southwest regarding certain City-owned property described as a 2.617-acre tract of land out of Block 104, West End, an addition to the City of Midland, Midland County, Texas (DISTRICT 3) (GENERAL SERVICES)

Purpose:

Motion authorizing the execution of a planetarium cooperative agreement with Museum of the Southwest.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Discussion:

Resolution 71-229 authorized the execution of a planetarium cooperative agreement with the Museum of the Southwest for fifty (50) years. The current agreement is due to expire November 23, 2021. Staff recommends continuing this relationship with the Museum of the Southwest by entering into another planetarium cooperative agreement.

Therefore, please consider a motion authorizing the execution of a planetarium cooperative agreement with the Museum of the Southwest.

Tina Dawg

City Manager's Office

PLANETARIUM COOPERATIVE AGREEMENT

THIS AGREEMENT, effective as of the 24th day of November, 2021, by and between the City of Midland, Texas ("***City***"), a home-rule municipal corporation, and the Museum of the Southwest ("***Museum***"), a Texas nonprofit corporation. City and Museum are sometimes collectively referred to herein as the "***Parties***" or individually as a "***Party***":

WHEREAS, City holds title to certain real property described as a 2.617-acre tract of land located in Block 104, West End Addition to the City of Midland, Midland County, Texas, and commonly referred to as 1800 Holloway Avenue (the "***Property***") under a gift deed containing a park purposes restriction, and pursuant thereto has since maintained and operated the Property as a public park officially designated as Haley Park; and

WHEREAS, pursuant to that certain Planetarium Cooperative Agreement dated November 29, 1971, which has been in full force and effect since its effective date and has not been allowed to lapse, Museum has constructed and currently operates a public planetarium and associated improvements (the "***Planetarium***") on the Property; and

WHEREAS, the Planetarium is a highly desirable park facility not otherwise available within the City of Midland for the recreation, enjoyment and entertainment of the general public; and

WHEREAS, the City Council determines that the Planetarium is an enhancement and valuable addition to Haley Park and City's larger public park system, and that the maintenance and operation of the Planetarium is within the park purposes restriction in the conveyance under which City acquired Haley Park; and

WHEREAS, the City understands that the Museum desires during the term of this Agreement to construct additional real property improvements, including but not limited to a telescopic observational facility after presentation to and consent from the City Council, which consent shall not be unreasonably withheld;

NOW, THEREFORE, for and in consideration of the rights, covenants, agreements and benefits to the parties, it is agreed to as follows:

1.

Museum shall have the right and privilege of maintaining and operating the Planetarium upon the Property as shown on **Exhibit A**, which is attached hereto and incorporated herein for all purposes; the area immediately adjacent to and surrounding the site of the Planetarium structure shall be used for landscaping, ingress and egress, and such other purposes as are directly related to the Planetarium.

The Museum shall also have the right and privilege to present to the City Council plans for expansion of the Planetarium, including but not limited to construction of a telescopic observational facility on the grounds of the Property, which consent from the City Council shall not be unreasonably withheld.

If the Museum engages in construction activities on the Property or otherwise provides for construction activities to occur on the Property, **MUSEUM HEREBY AGREES TO INDEMNIFY AND SAVE CITY, ITS OFFICERS, COUNCIL MEMBERS, EMPLOYEES, AGENTS AND CONTRACTORS 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 THIS AGREEMENT. UPON WRITTEN DEMAND BY CITY, MUSEUM SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS RELATING TO SAID CONSTRUCTION ACTIVITIES ON THE PROPERTY HAVE BEEN PAID, DISCHARGED OR WAIVED. MUSEUM SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS OFFICERS, COUNCIL MEMBERS, EMPLOYEES, AGENTS AND CONTRACTORS 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 PROPERTY ARISING FROM ANY ACT OF MUSEUM, ITS CONTRACTORS, SUBCONTRACTORS, THEIR AGENTS OR EMPLOYEES, AND MUSEUM SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS AND ASSOCIATED ATTORNEYS' FEES THAT MAY BE OBTAINED AGAINST CITY, ITS OFFICERS, COUNCIL MEMBERS, EMPLOYEES, AGENTS AND CONTRACTORS. MUSEUM'S**

INDEMNITY OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

2.

Museum assumes the obligation to maintain the Planetarium and provide or arrange for personnel to operate and administer the Planetarium without cost to City. By executing this Agreement, City hereby delegates to and confers upon Museum the control, operation, regulation and administration of the Planetarium.

3.

City hereby agrees:

(a) To landscape and maintain the grounds of the Property immediately adjacent to the Planetarium in a manner that is aesthetically and architecturally compatible with the Planetarium and the purposes it is designed to serve; and

(b) To pay the cost of utilities (i.e., electricity, gas, water and sewer, and trash collection) used for the operation and administration of the Planetarium in the same manner as such utilities are provided for in public buildings and facilities operated by City.

4.

Museum agrees to operate the planetarium in a proper manner for the use and benefit of the general public and at reasonable times. Approval of the City shall be secured of such charges as may be made by Museum for admission to the planetarium or for use of the structure and its facilities by any organization acceptable to and approved by Museum.

5.

The term of this Agreement shall commence on November 24, 2021, and shall continue for a period of twenty (20) years and end on November 23, 2041; the Parties contemplate a continuation thereafter for a like term with only such revisions as the experience gained during the term of the Agreement indicates would be to the best interests of the Parties. If the Parties fail to reach an agreement that provides for the continuation of the provisions hereof prior to the termination of this Agreement, City shall either (a) compensate Museum for the value of the permanent structure and facilities (other than movable equipment) on the basis of an appraisal by a qualified appraiser acceptable to the Parties, or (b) if City does not desire to take over the physical

plant, it agrees to follow such procedure as the city charter and statutes of the State of Texas then require for possible sale to Museum of the Planetarium structure and the landscaped and ingress and egress area immediately adjacent thereto.

6.

Notwithstanding any contrary provision contained herein, if Museum should cease to operate the Planetarium for the use and benefit of the public without the express consent City, City may terminate this Agreement, whereupon City shall have the right to take over and operate the Planetarium without any compensation to Museum and Museum shall have no further claim or interest in the Planetarium or the Property.

7.

The mutual covenants, agreements and provisions hereof constitute full consideration each for the other and shall be binding upon and inure to the benefit of any successors of the parties hereto.

8.

Museum shall maintain and keep in force during the term of this Agreement normal and customary property and liability insurance for the Property. Museum shall maintain and keep in force during the term of this Agreement a policy of commercial general liability insurance on an occurrence basis against claims for personal injury, bodily injury, death and/or property damage occurring in or about the Planetarium, under which Museum and/or a person using the Planetarium in a manner consistent with this Agreement is named as the insured and City is named as an additional insured. Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of City. The minimum limits of liability applying to the Planetarium shall be a combined single limit with respect to each occurrence in an amount of not less than one million and NO/100 dollars ($1,000,000.00). The insurance required to be carried by Museum shall contain a provision that (i) no act or omission of Museum or a member of the general public that uses the Planetarium in accordance with this Agreement, as applicable, shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, and (ii) shall be noncancellable and/or no material change in coverage shall be made thereto unless the City receives thirty (30) days' prior notice of the same, by certified mail, return receipt requested. On or prior to 24th day of November, 2021, Museum shall deliver to City a certification from Museum's insurance company (on the form currently designated

"Acord 25-S" (Certificate of Liability Insurance), or the equivalent, provided that attached thereto is an endorsement to such party's commercial general liability policy naming City as an additional insured) which shall be binding on Museum and its insurance company, and which shall expressly provide that such certification (i) conveys to City all the rights and privileges afforded under the insurance policies required to be carried by Museum (the "***Policies***") as primary insurance, and (ii) contains an unconditional obligation of the insurance company to advise City in writing by certified mail, return receipt requested, at least thirty (30) days in advance of any termination or change to the Policies that would affect the interest of City.

[Signature Page Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

MUSEUM OF THE SOUTHWEST:

By: _____

Name:_____

Title: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2021, personally appeared, _____, an officer of the Museum of the Southwest, 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 _____, 2021.

_____

Notary Public, State of Texas



Legend

State Roads
Streets
Park Boundary
City Limit
Parcel

PACKET

N

0 50 100 200 Feet

1705 MISSOURI AV
WEST END
BLK 104

Exhibit A

November 16, 2021

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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: 14

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: Motion authorizing the execution of a Parking Lease Agreement with Endeavor Energy Resources, LP, regarding certain City-owned property described as Lots 7 and 8, Block 35, Original Town, an addition to the City of Midland, Midland County, Texas (DISTRICT 3) (GENERAL SERVICES)

Purpose:

Motion authorizing the execution of a parking lot lease agreement with Endeavor Energy Resources, LP regarding City-owned property described as Lots 7 and 8, Block 35, Original Town, an addition to the City of Midland, Midland County, Texas also known as the 310 West Texas parking lot.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Discussion:

In July of 2021, Endeavor Energy Resources, LP contacted the City of Midland requesting to lease the City owned property located at 310 West Texas for use as a temporary parking lot for their employees. Endeavor Energy Resources, LP is planning to construct a parking lot at 310 West Texas which will include paving, striping and signage. The initial term of the lease is for a period of three (3) years. The lease cost is $30,538.00 per year to be paid on a pro rata, quarterly basis to the City of Midland. The lease agreement also contains a termination at-will clause stating that the City may terminate this lease with at least ninety (90) days' written notice. Staff recommends entering into this parking lease agreement with Endeavor Energy Resources, LP.

Therefore, please consider a motion entering into a parking lease agreement with Endeavor Energy Resources, LP for a lease cost of $30,538.00 per year to be paid on a pro rata, quarterly basis to the City of Midland of each year during the term.

Tina Daugherty

City Manager's Office

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease"), made effective this 17th day of November, 2021 (the "Effective Date"), by and between the CITY OF MIDLAND, TEXAS, a home-rule municipal corporation, ("City"), and ENDEAVOR ENERGY RESOURCES, LP ("Lessee").

1. Leased Premises. The City, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Lessee, does hereby lease unto Lessee, and Lessee does hereby lease and take from City, certain real property described as Lots 7 and 8, Block 35, Original Town, an addition to the City of Midland, Midland County, Texas (the "Property"), being more particularly shown on **Exhibit A**, which is attached hereto and incorporated herein for all purposes. Lessee shall have the right to use the Property and the Improvements (as defined herein) for the purposes set forth herein, subject to the provisions contained in this Lease. In addition to, and in connection with, the lease of the Property, City hereby grants to Lessee the right of pedestrian and vehicular ingress and egress to and from the Property.

2. Lease Term. The term of this Lease shall commence upon the Effective Date and shall continue for a period of three (3) years (the "Initial Lease Term"); however, the term of this Lease shall renew and extend for successive one-year periods thereafter (each a "Renewal Term", and together with the Initial Lease Term, the "Term"), upon (i) Lessee's delivery of written notice to City that Lessee wishes to renew this Lease at least ninety (90) calendar days prior to the expiration of the Initial Lease Term or the then current Renewal Term, as applicable, and (ii) City's delivery of written notice to Lessee that City consents to the renewal of this Lease. City's consent to any renewal of this Lease shall be in the sole and absolute discretion of the City Manager. Notwithstanding anything contained herein to the contrary, Lessee shall have the right (the "Early Termination Right") to terminate this Agreement at any time prior to the expiration of any Renewal Term, effective on the date (the "Early Termination Date") ninety (90) days following written notice to City. If Lessee exercises the Early Termination Right, then within ninety (90) days following the Early Termination Date, Lessee shall pay to City an amount equal to the product of (x) twenty five percent (25%), multiplied by (y) the total aggregate amount of Rent (defined below) that would otherwise be payable by Lessee to City under this Lease during the period of time beginning on the applicable Renewal Term and ending on the date the applicable Renewal Term would otherwise expire in accordance with the terms of this Lease. Upon expiration or termination of this Lease, all rights, duties and obligations of the parties shall automatically terminate, except for Lessee's obligations contained in Sections 8, 17, and 24, and Lessee's obligations to pay rent to the extent, but only to the extent, such rental accrued prior to the effective date of such expiration or termination.

3. Rent. Commencing on the Effective Date and continuing throughout the remainder of the Term, Lessee agrees to pay City at the address set forth in Section 14, or such other place as City may from time to time designate, rent in the amount of Thirty Thousand Five Hundred Thirty-Eight and No/100 Dollars ($30,538.00) per year (the "Rent"). The Rent shall be paid by Lessee on a pro rata, quarterly basis, and shall be due on January 1, April 1, July 1, and October 1 of each year during the Term.

4. Use. The Property may be used by Lessee during normal business hours (Monday through Friday, from 7:00 a.m. to 6:00 p.m.) for parking of standard-sized passenger vehicles only and for no other purpose. Lessee shall have the right, at its sole cost and expense, to place certain parking improvements upon the Property that are consistent with the parking lot plan attached hereto as **Exhibit B** and incorporated herein for all purposes (the "Improvements"). The Property and the Improvements are collectively referred to herein as the "Leased Premises." All Improvements shall be constructed and/or installed in a manner that complies with applicable requirements of the Americans with Disabilities Act, and shall be considered part of the Property, remain on the Property, and not be removed by Lessee without prior written consent of City. The Improvements shall become the sole property of City upon the termination of this Lease without compensation to Lessee. Upon the expiration of the Term, Lessee shall be required to return the Leased Premises to City in the same or better condition that existed on the Effective Date, normal wear and tear excepted. Lessee covenants and agrees that, at all times other than normal business hours, the general public shall have the right to use the Leased Premises for parking of standard-sized passenger vehicles free of charge.

5. Operations, Maintenance and Repairs. Lessee shall provide for the day-to-day management, cleaning and maintenance of the Leased Premises. City shall not be required to make any improvements or repairs of any kind or character on the Leased Premises during the Term. Notwithstanding the foregoing, City may, at its option and at the cost and expense of Lessee, repair or replace any damage or injury done to the Leased Premises, or any part thereof, caused by Lessee or the general public, and Lessee shall pay the full cost thereof within sixty (60) days of the date of Lessee's

receipt of City's written demand; provided, however, that if Lessee objects to any portion of the written demand, Lessee shall notify City of Lessee's objection and the grounds therefor within fifteen (15) days of the date of receipt, and the parties immediately shall make every effort to settle the disputed portion of the written demand. In any event, Lessee shall pay every portion of the written demand that is not in dispute within the sixty (60) day period for payment.

6. Quiet Enjoyment. Lessee, subject to its obligations of paying Rent and performing the covenants agreed to herein, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Term, subject to the provisions of this Lease that provide for the general public's use of the Leased Premises.

7. Termination At-Will. Notwithstanding any contrary provision contained in this Lease, City shall have the right to terminate this Lease, for any or no reason in its sole and absolute discretion, upon giving Lessee at least ninety (90) days' written notice. The parties understand and agree that it is in City's sole and absolute discretion to terminate this Lease at any time without penalty to City. Lessee has no expectation and has received no guarantee that this Lease will not be terminated prior to the expiration the Lease Term. The parties have bargained for the flexibility of terminating this Lease in accordance with this Section. In the event City terminates this Lease pursuant to this Section, Lessee shall not be responsible for any remaining Rent due during the Term and City shall reimburse Lessee for any Rent paid by Lessee in advance of a quarter prior to which City terminated this Lease.

8. Indemnity. **LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS OFFICERS, COUNCIL MEMBERS, EMPLOYEES, AGENTS AND CONTRACTORS FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, CLAIMS, ACTIONS, SUITS, COSTS, EXPENSES AND DISBURSEMENTS (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF THE LEASED PREMISES BY LESSEE. LESSEE SHALL 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 CONSTRUCTION OF IMPROVEMENTS PURSUANT TO THIS LEASE. UPON WRITTEN DEMAND BY CITY, LESSEE SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS RELATING TO LESSEE'S CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY HAVE BEEN PAID, DISCHARGED OR WAIVED. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS OFFICERS, COUNCIL MEMBERS, EMPLOYEES, AGENTS AND CONTRACTORS 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 PROPERTY ARISING FROM ANY ACT OF LESSEE, ITS CONTRACTORS, SUBCONTRACTORS, THEIR AGENTS OR EMPLOYEES ON THE LEASED PREMISES, AND LESSEE SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS AND ASSOCIATED ATTORNEY'S FEES THAT MAY BE OBTAINED AGAINST CITY, ITS OFFICERS, COUNCIL MEMBERS, EMPLOYEES, AGENTS AND CONTRACTORS INSOFAR AND ONLY INSOFAR AS SUCH JUDGMENT IS RELATED TO SUCH SUITS, ACTIONS, OR CLAIMS BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ARISING FROM ANY ACT OF LESSEE, ITS CONTRACTORS, SUBCONTRACTORS, THEIR AGENTS OR EMPLOYEES ON THE LEASED PREMISES. LESSEE'S INDEMNITY OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS LEASE.**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR OR OBLIGATED TO PAY THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR LOSS OF USE OR BUSINESS OPPORTUNITY, ARISING FROM OR IN ANY WAY RELATED TO LESSEE'S USE OF THE LEASED PREMISES, REGARDLESS OF HOWSOEVER SUCH DAMAGES MAY HAVE OCCURRED, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTORY LIABILITY, WILLFUL MISCONDUCT, OR OTHER FAULT OF LESSEE OR ANY OF ITS OR ITS AFFILIATES CONTRACTORS OR SUBCONTRACTORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, UNLESS THE SAME ARE PART OF A THIRD PARTY CLAIM FOR WHICH A PARTY IS SEEKING INDEMNIFICATION HEREUNDER.

9. Insurance. Lessee shall maintain and keep in force during the Term a policy of commercial general liability insurance on an occurrence basis against claims for personal injury, bodily injury, death and/or property damage occurring in or about the Leased Premises, in the amount of $1,000,000.00 per occurrence. Under such policy Lessee and/or a person using the Leased Premises in a manner consistent with this Lease is named as the insured and City is named as an additional insured. Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of City. The City shall be provided notice by Lessee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. On or prior to the Effective Date, Lessee shall deliver to City a certification from Lessee's insurance company (on the form currently designated "Acord 25-S" (Certificate of Liability Insurance), or the equivalent, provided that attached thereto is an endorsement to such party's commercial general liability policy naming City as an additional insured) which shall be binding on Lessee and its insurance company, and which shall expressly provide that such certification contains an unconditional obligation of the insurance company to advise City in writing by certified mail, return receipt requested, at least thirty (30) days in advance of any termination or change to the coverage described herein that would affect the interest of City.

10. Fire and Casualty. If the Leased Premises shall be partially destroyed by fire or other casualty so as to render the Leased Premises untenantable in whole or in part, Rent shall abate thereafter as to the portion of the Leased Premises rendered untenantable until such time as the Leased Premises are made tenantable as reasonably determined by City; provided, however, in the event such destruction results in total or substantial damage to or destruction of the Leased Premises, notwithstanding anything contained herein to the contrary, either party shall have a right to terminate this Lease effective as of the date of casualty or destruction, and upon such termination, all Rent owed up to the time of such destruction or termination shall be paid by Lessee. Notwithstanding anything contained in this Lease to the contrary, in no event shall City be responsible for any costs associated with the reconstruction, restoration or repair of the Leased Premises following a casualty event that renders the Leased Premises untenable in whole or in part during the Term of this Lease.

11. Acceptance of Leased Premises. **BY EXECUTING THIS LEASE, LESSEE AGREES AND ACKNOWLEDGES THAT: (i) LESSEE IS TAKING OR LEASING THE LEASED PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS; AND (ii) THERE IS NO WARRANTY, EXPRESS OR IMPLIED, BEING MADE BY CITY THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES, BY EXECUTING THIS AGREEMENT, THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY CITY WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE LEASED PREMISES. BY EXECUTING THIS LEASE, LESSEE AGREES: (i) TO ACCEPT THE LEASED PREMISES "AS IS"; (ii) THAT LESSEE MADE ITS OWN APPRAISAL OF THE LEASED PREMISES; AND (iii) TO ACCEPT THE RISK THAT LESSEE'S APPRAISAL MAY BE WRONG. CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO EVENT SHALL LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES WITH RESPECT TO THE LEASED PREMISES OR THIS LEASE. LESSEE SHALL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THAT THE LEASED PREMISES ARE ACCEPTED "AS IS" AND WITH ALL FAULTS.**

12. Default. The occurrence of any one or more of the following shall constitute an "Event of Default" of Lessee under this Lease: (i) the failure of Lessee to pay any Rent as and when due under this Lease; (ii) the failure of Lessee to perform, comply with or observe any of the other covenants or conditions contained in this Lease; (iii) the attempt by Lessee to assign this Lease or to sublet all or any part of the Leased Premises without the prior written consent of City; or (iv) any holding over by Lessee with respect to all or any portion of the Leased Premises after the expiration or earlier termination of this Lease. Upon an Event of Default, City shall provide Lessee written notice of such Event of Default and Lessee shall have thirty (30) days after such written notice to correct such Event of Default. In the event Lessee fails to correct such Event of Default within the 30-day period, City shall have available all remedies at law or in equity, which include, but are not limited to, the right to terminate this Lease by written notice to Lessee and forthwith repossess the Leased Premises, and be entitled to recover forthwith as damages a sum of money equal to the total of: (i) the cost of recovering the Leased Premises (including attorneys' fees and costs of suit); (ii) the unpaid Rent earned at the time of termination, plus interest thereon at the rate equal to the maximum non-usurious rate permitted by law, but in no event greater than 12%; (iii) any other sum of money and damages owed by Lessee to City under this Lease.

13. Notices. Any written notices or communications required or requested to be given under the terms of this Lease shall only be given and will be deemed properly given if made by hand delivery, mailed by United States mail, certified, return receipt requested with postage prepaid or sent by a nationally recognized overnight delivery service, to:

City to:	City of Midland, Texas 300 N. Loraine Street Midland, Texas 79701 Attention: City Manager
With a copy to:	City Attorney's Office 300 N. Loraine Street, Suite 320 Midland, Texas 79701
Lessee to:	Endeavor Energy Resources, LP 110 N. Marienfeld St. Midland, Texas 79701 Attention: Facilities and Maintenance Department

Such address for notices may be changed by delivery notice of such change in the manner provided above.

14. Non-Waiver. Neither acceptance of Rent by City nor failure by City to exercise available rights and remedies, whether singular or repetitive, shall constitute a waiver of any of City's rights hereunder. Waiver by City of any right for any Event of Default of Lessee shall not constitute a waiver of any right for either a subsequent Event of Default of the same obligation or any other Event of Default. No act done by City or its agents shall be deemed to be an acceptance or surrender of the Leased Premises and no agreement to accept a surrender of the Leased Premises shall be valid unless it is made in writing and signed by a duly-authorized officer or agent of City.

15. Assignment; Limitation on City's Liability. City shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Leased Premises, and in such event and upon such transfer, no further liability or obligation shall thereafter accrue against City. Lessee shall have no right to assign this Lease or sublease the Leased Premises without obtaining City's prior written consent, which may be withheld in City's sole and absolute discretion, conditioned or delayed. Furthermore, Lessee specifically agrees to look solely to City's interest in the Leased Premises for the recovery of any judgment from City.

16. Brokers. City and Lessee each represent and warrant that no broker or agent represented either party in connection with this Lease.

17. Attorney's Fees. **BY EXECUTING THIS LEASE, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LEASE, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS LEASE. LESSEE SPECIFICALLY AGREES THAT IF LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LEASE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LEASE, 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, LESSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED.**

LESSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. LESSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LEASE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND LESSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY. THE OBLIGATIONS CONTAINED

IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

LESSEE IS RELYING ON ITS OWN JUDGMENT. LESSEE HAD THE OPPORTUNITY TO DISCUSS THIS LEASE WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

18. Descriptive Headings. The headings used herein are descriptive only and for the convenience of identifying the provisions hereof and are not determinative of the meaning or effect of any of the provisions of the Lease.

19. Severability. If any provisions of this Lease shall be invalid or unenforceable, the remainder hereof shall nevertheless continue in full force and effect.

20. Entire Agreement. The Lease contains the entire agreement and understanding between the parties hereto, and may not be amended or changed except by agreement in writing executed by the parties.

21. Successors and Assigns. Subject to the terms and provisions hereof, this Lease shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

22. Governing Law and Venue. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for any claim, suit or any other action arising from or connected in any way to this Lease or the performance of this Lease shall be in Midland County, Texas.

23. Governmental Immunity. By executing this Lease, City is not waiving its right of governmental immunity from suit and liability. City is retaining its immunity from suit and liability. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY**.

24. Release. **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, LESSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT LESSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO OR ARISING OUT OF THE CITY'S BREACH OF THIS AGREEMENT OR ANY INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF THE CITY. LESSEE'S OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS LEASE**.

[Signature Page to Follow]

IN WITNESS THEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

ENDEAVOR ENERGY RESOURCES, LP

By: _____

Name: _____

Title: _____

THE 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 she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Endeavor Energy Resources, LP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____, 2021.

_____
Notary Public, State of Texas

CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **Robert Patrick**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the City of Midland, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____, 2021.

_____
Notary Public, State of Texas

EXHIBIT A

Property

Lots 7 and 8, Block 35, Original Town, an addition to the City of Midland, Midland County, Texas

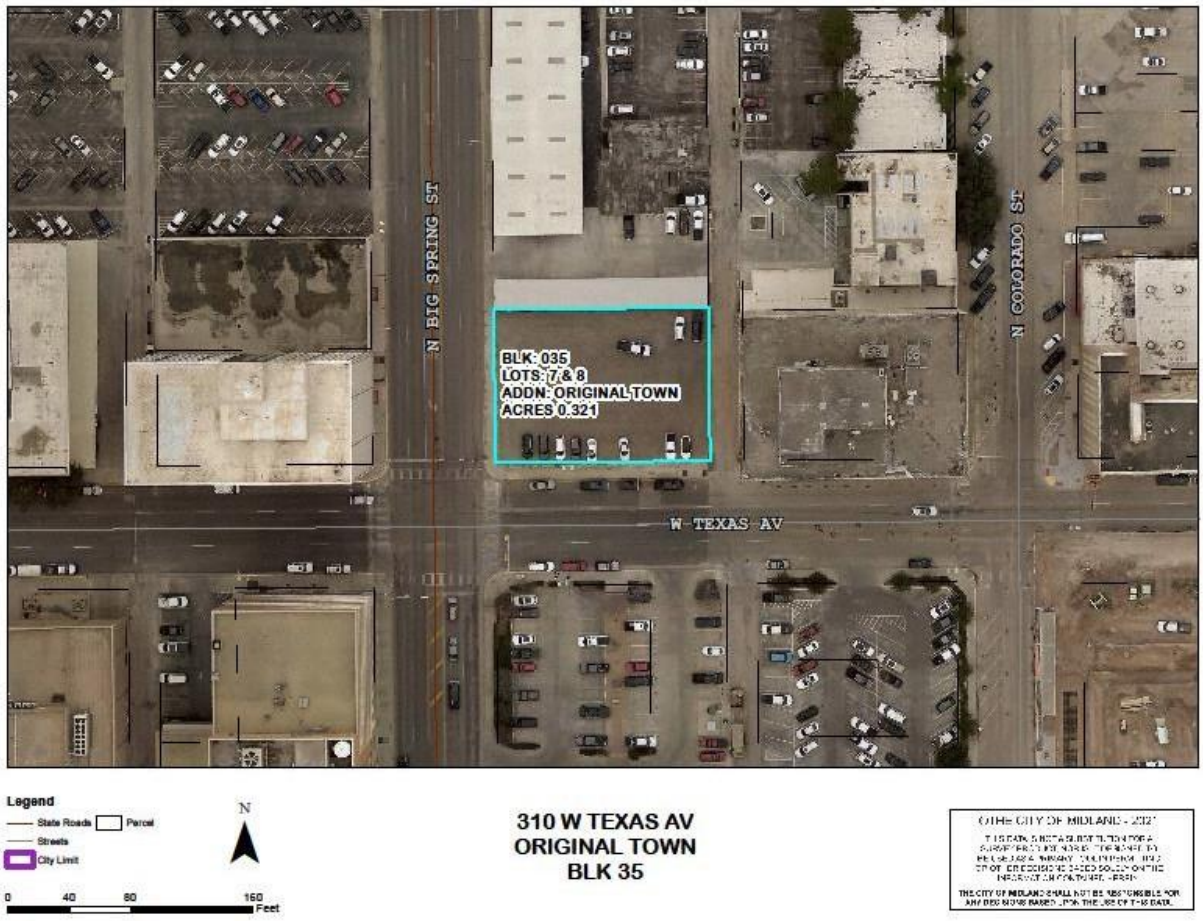
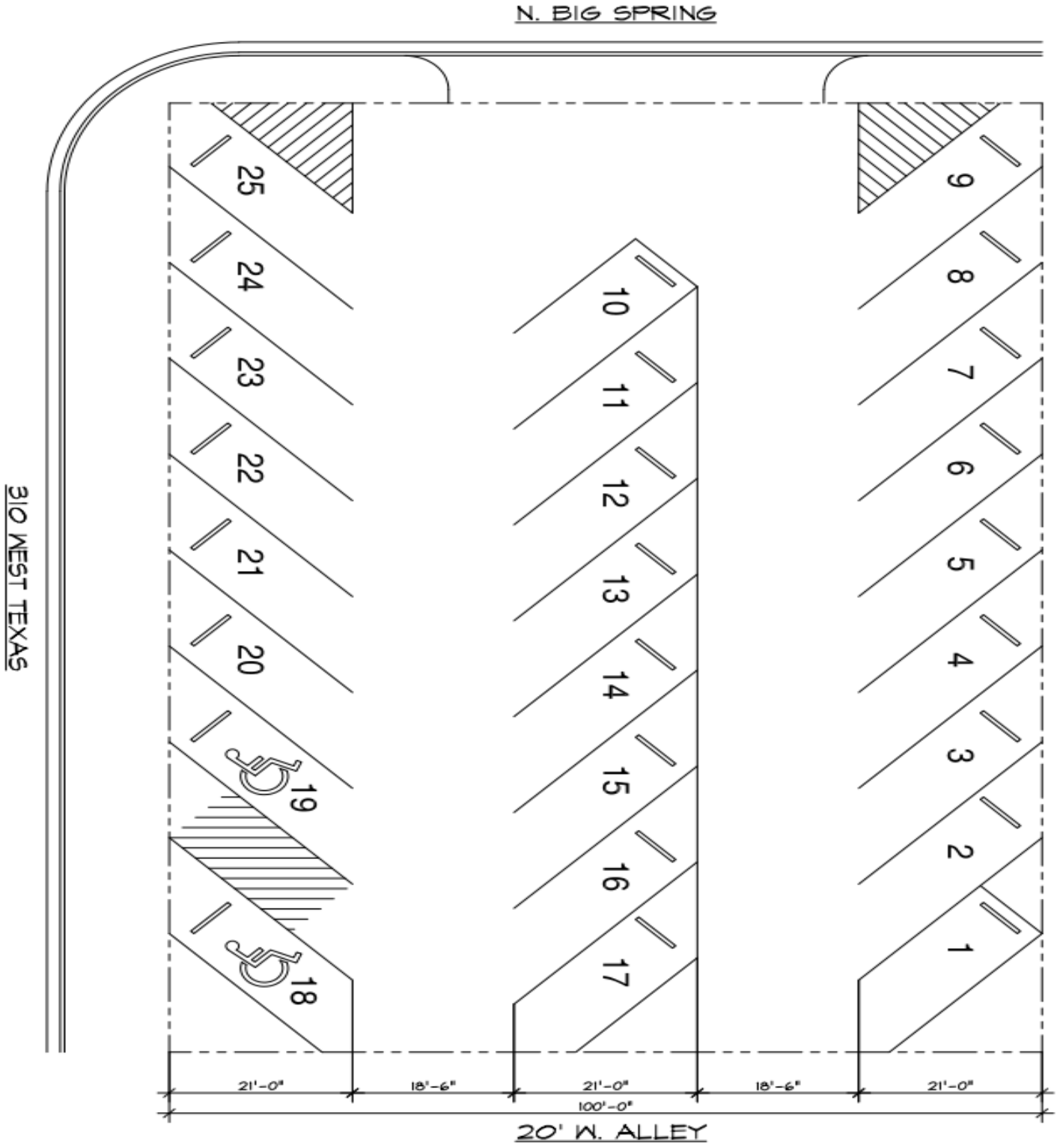


EXHIBIT B

Parking Lot Plan

Exhibit B- Parking Lot Plan

Project Description:	The proposed parking lot will contain approximately 23 parking spaces and 2 ADA handicap parking spots. The parking lot will be paved, stripped and renovated on an existing surface.
Facility Site Location:	The proposed renovated parking lot will be located on 310. W Texas, Midland, TX, 79701
Project Start and Opening Date:	It is anticipated that construction of the parking lot project will commence in November 2021. Once we give Permian Paving a set date the estimated time of completion is 4-5 days.
Project Cost and Financing Structure:	The construction cost is $40,600.00 for grading and compacting base. Pave, grade and compacting base with 2'' of type D.
Contractor:	Permian Paving john McDonald: (432-935-0467) 4416 Briarwood Ave., Suite 110 #55 Midland, TX 79707



D OPTION #4 - 26 SPACES

N. T. S.

PREPARED BY:
DRAFTING & DESIGN
Email: jmartinb@gmail.com Cell: (432) 425-5247

PROPOSED PARKING LAYOUT FOR:
ENDEAVOR PARKING
310 West Texas Ave.
MIDLAND TEXAS

© COPYRIGHT, J M DRAFTING & DESIGN, 2021 FEDERAL COPYRIGHT PROTECTION EXTENDING TO DERIVATIVE PLANS, IS APPLICABLE TO INTENTIONAL AND UNINTENTIONAL INFRINGEMENTS AND PROVIDES FOR SPECIFIC STATUTORY DAMAGES BOTH CIVIL AND CRIMINAL. UNAUTHORIZED REPRODUCTION OF ANY FORM IS STRICTLY PROHIBITED AND FORBIDDEN.

DATE: SEPT. 07, 2021
JOB # JP21077

Proposal

PERMIAN PAVING







Residential • Commercial • Ranch Roads
Parking Lots • Driveways • Oil Base Sealers
No Job Too Big or Too Small
Reliable Statewide Service

4416 Briarwood Ave., Suite 110 #55
Midland, TX 79707

432-935-0467

PROPOSAL SUBMITTED ENDEAVOR ENERGY RESOURCES PHONE 432-687-1575

ADDRESS 110 N. Marienfeld JOB LOCATION 310 w Texas

CITY, STATE, & ZIP CODE midland tx 79701

We hereby submit specifications and estimates for:

- ☑ Paving
- ☐ Driveway
- ☑ Parking Lot
- ☐ Petromat
- ☑ Tackcoat
- ☑ Grading
- ☑ Grass Killer
- ☐ Sawcut Removal
- ☑ Road Base
- ☑ Other

Area #1	100	X 140	=	14,000
Area #2		X	=	
Area #3		X	=	
Area #4		X	=	
Area #5		X	=	

For grading and compacting base.Pave with 2" of type D hot mix asphalt.Stripe lines and ADA parking.Place parking bumpers at each parking place.

Total Sq. Ft.	14,000
Price Per Sq. Ft.	2.90
Total	40,600.00

Make Checks Payable to Owner

We Propose hereby to furnish material and labor • complete in accordance with above specifications, for the sum of:

Dollars ($.)

Payment to be made as follows:

Tax (%)

Total ($ 40,600.00)

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. The owner is responsible for carrying fire, tornado and any other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Authorized Signature Date 9-2-2021

Customer Signature Date of Acceptance

City Council Meeting

Item Number: 15

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE PURCHASE OF AMMUNITION OF ASSORTED TYPES AND IN ASSORTED QUANTITIES FOR THE MIDLAND POLICE DEPARTMENT FROM THE RESPECTIVE LOW BIDDERS, GT DISTRIBUTORS, INC., AND KIESLER POLICE SUPPLY, AT A TOTAL COST OF $197,997.44 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the purchase of ammunition for the Police Department.

Recommended City Council Action:

Approve

Fiscal Impact:

The amount of $197,997.44 is available in the FY22 General Fund Operating Budget.

Discussion:

The City Manager approved specifications and authorized advertisement for bids for ammunition. Bid requests were sent to twenty-four (24) vendors. We received bids from three (3) companies. Staff recommends awarding items 1 and 2 to GT Distributors Inc. and items 3, 4 and 5 to Kiesler Police Supply. Please see the attached memo from Aaron Trevino, Midland Police Department Armor, and Sean Sharp, Midland Police Department Rangemaster, for additional information. Therefore, please consider approval of a resolution awarding the purchase of ammunition for the Police Department as follows:

Items	Vendor	Total Cost

1, 2	GT Distributors, Inc. of Austin, Texas	$90,044.80
3,4,5	Kiesler Police Supply of Jeffersonville, Indiana	$107,952.62
	Total Cost for all Ammunition	**$197,997.44**

Tina Jaug

City Manager's Offfice

City of Midland

Police Department

Interoffice Memorandum

DATE: November 2, 2021

TO: Lt. R. Leible, D.C. J. Fain, and Chief S. Herman

FROM: Ofc. A. Trevino, Sgt. S. Sharp

SUBJECT: 2021-2022 Ammo Bid

I have reviewed the Bid Tabulation for the 2021/2022 Ammunition order and have listed the chosen vendors below.

Line Items 1 and 2 (9mm 147 gr TMJ practice ammo *Mfg. No 53620* and 9mm 147gr G2 JHP duty ammo *Mfg. No 54226*)- go to GT Distributors. They are the low bidder and meet required specifications.

Line Item 3, 4, and 5 (.223 62gr TSX, Black Hills Ammunition Mfg. No *D223N18-B*, UTM 9mm MMR *Mfg. No 01-0976* and UTM 5.56 RVR *Mfg. No 01-0815*) goes to Kiesler Police Supply They are the lowest bidder that can meet required specifications for the ammunition selected.

Total cost for the above selections is $197,997.44.

No substitutions will be accepted.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE PURCHASE OF AMMUNITION OF ASSORTED TYPES AND IN ASSORTED QUANTITIES FOR THE MIDLAND POLICE DEPARTMENT FROM THE RESPECTIVE LOW BIDDERS, GT DISTRIBUTORS, INC., AND KIESLER POLICE SUPPLY, AT A TOTAL COST OF $197,997.44

WHEREAS, the City approved specifications and authorized advertisement for bids for ammunition of assorted types and in assorted quantities for the Midland Police Department; and

WHEREAS, Bid No. 22000268 was opened on October 20, 2021, with the lowest and most advantageous bids being submitted by GT Distributors, Inc., and Kiesler Police Supply, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds it to be in the public interest to purchase the above-referenced ammunition from GT Distributors, Inc., and Kiesler Police Supply;

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 of the above-referenced ammunition from the respective low bidders, GT Distributors, Inc., and Kiesler Police Supply, at a total price not to exceed $197,997.44.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay GT Distributors, Inc., and Kiesler Police Supply for the above-referenced ammunition from funds available in the FY 2022 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

BID # 22000268 Ammunition Date: October 20,2021			Proforce Law Enforcement 2625 Stearman Rd Ste A Prescott, AZ 86301 Beth Meisheid 928-776-7192		Kiesler Police Supply 2802 Sable Mill Rd Jeffersonville, IN 47130 Crystal Laasanen 800-444-2950		GT Distributors Inc. 2545 Brockton Dr Ste. 100 Austin, TX 75758 David Curtis 512-451-8298	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	300,000	9mm 147 grain TMJ practice ammo	NO BID	NO BID	NO BID	NO BID	$0.2789	$83,670.00
		Brand: Speer Lawman						
		Mfg No.: 53620						
2	10,000	9mm 147 grain Gold Dot G2 JHP duty ammo	NO BID	NO BID	NO BID	NO BID	$0.63748	$6,374.80
		Brand: Speer Lawman						
		Mfg No.: 54226						
3	50,000	.223 62 Grain TSX training/duty	NO BID	NO BID	$1.33697	$66,848.50	NO BID	NO BID
		Brand: Black Hills						
		Mfg No.: D223N18-B			(20)50 Rd bxs, 1,000 Rds/case			
4	30,000	9mm MMR (man marking round)	$0.568	$17,040.00	$0.5621	$16,863.00	$0.5680	$17,040.00
		Brand: Ultimate Training Munitions			(20)50 Rd bxs, 1,000 Rds/case		(20)50 Rd bxs, 1,000 Rds/case	
		Mfg No.: 01-0976						
5	30,000	5.56 RVR (reduced velocity round)	$0.00	$0.00	$0.0000	$0.00	$0.0000	$0.00
		Brand: Ultimate Training Munitions						
		Mfg No.: 01-0815						
ALT 1	29,700	5.56 RVR (reduced velocity round)	$0.824	$24,472.80	$0.8162	$24,241.14	$0.8240	$24,472.80
			900 Rd/case, 33 bxs per case				900 Rd/case, 33 bxs per case	
ALT 2	30,600	5.56 RVR (reduced velocity round)	$0.824	$25,214.400			$0.824	$25,214.40
			900 Rds					
		VENDOR TO PAY ALL SHIPPING COST						
		Delivery	90 Days		30-240 Days		30-240 Days	
		Cash Disount:	0% 0 Days		0% 30 Days		0% 30 Days	
		ALT 1 TOTALS:		$41,512.80		$107,952.64		$131,557.60
		ALT 2 TOTALS:		$42,254.40				$132,299.20

Bidding Summary:

24 Bid requests were issued.

3 Bids listed above

1 NO BIDS were received.

20 Bidders did not respond.

BID # 22000268 Ammunition Date: October 20,2021			Proforce Law Enforcement 2625 Stearman Rd Ste A Prescott, AZ 86301 Beth Meisheid 928-776-7192		Kiesler Police Supply 2802 Sable Mill Rd Jeffersonville, IN 47130 Crystal Laasanen 800-444-2950		GT Distributors Inc. 2545 Brockton Dr Ste. 100 Austin, TX 75758 David Curtis 512-451-8298	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
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		Mfg No.: 53620						
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		Brand: Black Hills						
		Mfg No.: D223N18-B			(20)50 Rd bxs, 1,000 Rds/case			
4	30,000	9mm MMR (man marking round)	$0.568	$17,040.00	$0.5621	$16,863.00	$0.5680	$17,040.00
		Brand: Ultimate Training Munitions			(20)50 Rd bxs, 1,000 Rds/case		(20)50 Rd bxs, 1,000 Rds/case	
		Mfg No.: 01-0976						
5	30,000	5.56 RVR (reduced velocity round)	$0.00	$0.00	$0.0000	$0.00	$0.0000	$0.00
		Brand: Ultimate Training Munitions						
		Mfg No.: 01-0815						
ALT 1	29,700	5.56 RVR (reduced velocity round)	$0.824	$24,472.80	$0.8162	$24,241.14	$0.8240	$24,472.80
			900 Rd/case, 33 bxs per case				900 Rd/case, 33 bxs per case	
ALT 2	30,600	5.56 RVR (reduced velocity round)	$0.824	$25,214.400			$0.824	$25,214.40
			900 Rds					
		VENDOR TO PAY ALL SHIPPING COST						
		Delivery	90 Days		30-240 Days		30-240 Days	
		Cash Disount:	0% 0 Days		0% 30 Days		0% 30 Days	
		ALT 1 TOTALS:		$41,512.80		$107,952.64		$131,557.60
		ALT 2 TOTALS:		$42,254.40				$132,299.20

Bidding Summary:

24 Bid requests were issued.

3 Bids listed above

1 NO BIDS were received.

20 Bidders did not respond.

City Council Meeting

Item Number: 16

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF SIX HUNDRED (600) THREE (3) CUBIC YARD RESIDENTIAL CONTAINERS, THREE HUNDRED (300) THREE AND A HALF (3.5) CUBIC YARD COMMERCIAL CONTAINERS AND ONE HUNDRED (100) ONE AND A HALF (1.5) CUBIC YARD RESIDENTIAL CONTAINERS FROM ROLL-OFFS USA, INC., THROUGH BUYBOARD AT A TOTAL COST OF $862,640.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the purchase of six hundred (600) 3 cubic yard residential containers, three hundred (300) 3.5 cubic yard commercial containers, and one hundred (100) 1.5 cubic yard containers for residential collection.

Recommended City Council Action:

Approve

Fiscal Impact:

$862,640 is available in the FY22 Sanitation Fund Operating Budget.

Discussion:

Staff recommends the purchase of six hundred (600) 3 cubic yard residential containers, three hundred (300) 3.5 cubic yard commercial containers, and one hundred (100) 1.5 cubic yard containers for residential collection from Roll-Offs USA through Buyboard contract 599-19. 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 Jeffery Ahrlett, Director of Solid Waste, for more information.

Therefore, please consider a resolution approving the purchase of six hundred (600) 3 cubic yard residential containers, three hundred (300) 3.5 cubic yard commercial containers, and one hundred (100) 1.5 cubic yard containers for residential collection for the Solid Waste Department with Roll-Offs USA of Durant, Oklahoma through Buyboard contract 599-19 for a cost of $862,640.00.

Tina Jaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: **Regina Stephenson, General Services Director**

FROM: **Jeffery Ahrlett, Director of Solid Waste**

SUBJECT: **Refuse Containers**

DATE: **November 4, 2021**

CC: **Tina Jauz, Assistant City Manager**

Solid Waste is seeking approval for to purchase new refuse containers. Included in this purchase are the following:

(600) 3 cubic yard residential containers

(300) 3.5 cubic yard commercial containers

(100) 1.5 cubic yard containers for residential collection

These refuse containers will be utilized as replacement containers for old, rusted and dilapidated, as well as additional ones to service new accounts.

The containers would be purchased from Roll-Offs USA. The City has ordered containers from Roll-Offs USA for many years. The containers meet standards and are proven to last. Funds for the purchase are included in the FY2022 budget.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF SIX HUNDRED (600) THREE (3) CUBIC YARD RESIDENTIAL CONTAINERS, THREE HUNDRED (300) THREE AND A HALF (3.5) CUBIC YARD COMMERCIAL CONTAINERS AND ONE HUNDRED (100) ONE AND A HALF (1.5) CUBIC YARD RESIDENTIAL CONTAINERS FROM ROLL-OFFS USA, INC., THROUGH BUYBOARD AT A TOTAL COST OF $862,640.00

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, Roll-Offs USA, Inc., has submitted a total proposed cost to the City of $862,640.00 for the purchase of six hundred (600) three (3) cubic yard residential containers, three hundred (300) three and a half (3.5) cubic yard commercial containers and one hundred (100) one and a half (1.5) cubic yard residential containers , 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 Roll-Offs USA, Inc., through Buyboard for the purchase of said containers to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to provide for the purchase of said containers from Roll-Offs USA, Inc., 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 of six hundred (600) three (3) cubic yard residential containers, three hundred (300) three and a half (3.5) cubic yard commercial containers and one hundred (100) one and a half (1.5) cubic yard residential containers through Buyboard at a total cost of $862,640.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Roll-Offs USA, Inc., for said purchase from funds available in the FY22 Sanitation 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

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0043523
Order Date: 11/4/2021

Salesperson: HOUS
Customer Number: MID CIT

Sold To:
CITY OF MIDLAND
ACCOUNTS PAYABLE
P.O. BOX 1152
MIDLAND, TX 79702-1152

Ship To:
CITY OF MIDLAND
SOLID WASTE DIVISION
600 N. CARVER
#5
Midland, TX 79701

Confirm To:
Jeffery Ahrlett

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
S3H	ONE	600.000	0.000	0.000	810.000	486,000.00
3YD SIDE LOADER			Whse: 000			
SN: TBD						
Bill Option 1 Optio	A4	MIDLAND TAN				
Bill Option 2 Optio	07	MIDLAND SPEC PAKMOR				
Bill Option 3 Optio	11	1/2 ML - 1/4" 29 X 27				
Bill Option 5 Optio	03	MIDLAND SPEC BUMPER PAD				
3YD SIDE LOADER						
1/2 METAL 2 PIECE PLASTIC LIDS (1/4" PLASTIC LIDS)						
S3.5H	ONE	300.000	0.000	0.000	930.000	279,000.00
3.5YD SIDE LOADER			Whse: 000			
SN: TBD						
Bill Option 1 Optio	A4	MIDLAND TAN				
Bill Option 2 Optio	07	MIDLAND SPEC PAKMOR				
Bill Option 3 Optio	05	MIDLAND SPEC LIDS				
Bill Option 4 Optio	01	ODESSA & MIDLAND SKIDS				
Bill Option 6 Optio	03	MIDLAND SPEC BUMPER PAD				
3.5YD SIDE LOADER						
1/2 METAL 2 PIECE PLASTIC LIDS (1/4" PLASTIC LIDS)						
S15	EACH	100.000	0.000	0.000	610.000	61,000.00
1.5YD SIDE LOADER			Whse: 000			
SN: TBD						
Bill Option 1 Optio	A4	MIDLAND TAN				
Bill Option 2 Optio	07	MIDLAND SPEC PAKMOR				
Bill Option 3 Optio	01	PLASTIC LIDS				
Bill Option 5 Optio	03	MIDLAND SPEC BUMPER PAD				
1.5YD SIDE LOADER						
2 PIECE PLASTIC LIDS						

Continued

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0043523
Order Date: 11/4/2021

Salesperson: HOUS
Customer Number: MID CIT

Sold To:
CITY OF MIDLAND
ACCOUNTS PAYABLE
P.O. BOX 1152
MIDLAND, TX 79702-1152

Ship To:
CITY OF MIDLAND
SOLID WASTE DIVISION
600 N. CARVER
#5
Midland, TX 79701

Confirm To:
Jeffery Ahrlett

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount

ALL CONTAINERS:
L SHAPE BRACKETS
PAKMORE W 6" PIN
WELD ON THEIR SERIAL NUMBERS ON CANS
COLOR: MIDLAND TAN
BUILD TO SPECS

BUYBOARD CONTRACT PRICING
BUYBOARD CONTRACT 599-19

VOLUME DISCOUNT APPLIED
FREIGHT - $1260 A LOAD @ 29 LOADS

Net Order:	826,000.00
Less Discount:	0.00
Freight:	36,540.00
Sales Tax:	0.00
Order Total:	862,540.00

Vendor Contract Information Summary

Vendor Name	Roll Offs USA
Contact	Kendell Phillips
Phone Number	5809246355
Email	kphillips@rolloffs.net
Website	www.rolloffs.net
Federal ID	73-1458453
Accepts RFQs	Yes
Address Line 1	P.O. Box 727
Vendor City	Durant
Vendor Zip	74702
Vendor State	OK
Vendor Country	USA
Delivery Days	30
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	Refuse Bodies, Trailers, and Other Bodies
Contract #	599-19
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	599-19

Return Policy	Unused/undamaged products can be returned within 7 days. Customer is responsible for freight cost (delivery and return)
Additional Info	null

City Council Meeting

Item Number: 17

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Regina Stephenson, Director

Subject: Motion authorizing the execution of an agreement with The Aegis Group, Ltd., for federal lobbying services for an annual cost of $99,996.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Motion authorizing the execution of an agreement with The Aegis Group, Ltd. for federal lobbying consulting services for the City for an annual cost of $99,996.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY22 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 motion authorizing the execution of an agreement with The Aegis Group, Ltd. for federal lobbying consulting services for the City for an annual cost of $99,996.00.

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.**

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

AGREEMENT
#21003698

THIS AGREEMENT is made and effective the 17th day of November 2021, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), and, The Aegis Group, Ltd. ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform federal lobbying consulting services for CITY.

ARTICLE II. SERVICES TO BE PERFORMED

A. COMPANY shall provide those services described in **Exhibit A**.

B. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as other companies in approximately the same region at approximately the same point in time and for the same types of projects. 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 $99,996.00 for the 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 November 17, 2021 until November 16, 2022, unless the Agreement is extended or terminated as provided below.

The contract shall be for a term of one (1) year with the option for two (2), one (1) year extensions with the initial term beginning upon formal approval under the same terms and conditions upon written agreement from both parties.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least sixty (60) 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 ARTICLE 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 ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. 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 Aegis Group, Ltd.
2472 Belmont Road NW
Washington, D.C. 20008

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. 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

_____
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 The Aegis Group, Ltd., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 20____.

_____

Notary Public, State of _____

EXHIBIT "A"

ORIGINAL

City of Midland, TX
RFP
Lobbying Consulting Services
At the Federal Level

Checklist

Please ensure that you complete and return the following documents and information to the City of Midland Purchasing and Contract Management Department before the deadline. Any corrections must be initialed by person making the correction. Late submittals will not be accepted.

X	The **Request for Proposal Form** MUST be completed.
X	Completed and signed **Statement of Qualifications**
X	Completed and signed **Suspension and Debarment Certification**. Please include Company Federal TAX ID number or Social Security number.
N/A	Completed and signed **Insurance Affidavit**.
X	Completed and signed **Non-Collusion Affidavit**.
X	Completed and signed **Conflict of Interest Questionnaire**.
X	Completed **Reference Form**.
X	Completed **Form 1295 – Disclosure of Interested Parties**
X	Clearly mark the Request for Proposal (RFP) number, title, due date and time, and your company name and address on the outside of the sealed envelope or container.
X	Submit **original** and **four copies** of the proposal.
X	**Three** signed copies of the **Contract**

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

The Aegis Group

Printed Name of Company

Mario Castillo 202-744-8199

Contact Person Name and Phone Number

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

SUBMIT TO: CITY OF MIDLAND City Secretary's Office 300 North Loraine, Suite 330 Midland, TX 79701		**CITY OF MIDLAND, TEXAS** **REQUEST FOR** **PROPOSAL** **#21003698**
CONTACT PERSON: **Erika Martinez** TEL: 432.685.7234 FAX: 432.685.0523	AN EQUAL OPPORTUNITY EMPLOYER	

TITLE: **Lobbying Consulting Services at Federal Level**	SUBMITTAL DEADLINE: **July 21, 2021 at 2:00 p.m. CST**
PRE PROPOSAL MEETING DATE, TIME AND LOCATION: Deleted	*Any proposals received after the time and date listed above, **regardless of the mode of delivery**, shall be returned unopened.*

The Aegis Group	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.
MAILING ADDRESS: 2472 Belmont Rd NW	
CITY – STATE – ZIP: Washington, DC 20008	THE CITY OF MIDLAND RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY. IT IS THE INTENT AND PURPOSE OF THE CITY OF MIDLAND THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE PROPOSER'S RESPONSIBILITY TO ADVISE THE CITY OF MIDLAND DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
TELEPHONE NO: 202-744-8199	
FAX NO: N/A	
E-MAIL: MarioCas@AegisDC.com	

THE PROPOSER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED ON BIDSYNC.COM

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED PROPOSER HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of Midland all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Midland. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

Authorized Signature	**Title** Senior Managing Director
A. Mario Castillo Print/Type Name	07/18/2021 Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

The Aegis Group, Ltd.

STRATEGIC GOVERNMENT RELATIONS

July 19, 2021

City Secretary
City of Midland
300 North Loraine, Suite 330
Midland, TX 79701

SUBJECT: *Request for Proposals – RFP No. 21003698— Lobbying Consultant Services at the Federal Level*

Honorable Mayor and City Council Members,

Please see the included proposal pertaining to the City of Midland's RFP for Lobbying Consultant Services at the Federal Level.

The Aegis Group, Ltd., (herein "Aegis") agrees to all terms, conditions, provisions, and clauses included in the RFP and agrees to furnish all items listed.

Aegis has conducted an internal check and attests that there are no existing or potential conflicts of interest relative to the performance of the contractual services resulting from this RFP.

Further, Aegis has verified its status with the applicable personnel and states hereby that it does not have any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves Aegis or in which Aegis has been judged guilty or liable.

Thank you for your consideration.

Sincerely,

A. Mario Castillo
Senior Managing Director
mariocas@aegisdc.com
202-744-8199

The Aegis Group, Ltd.
2472 Belmont Road NW
Washington, DC 20008

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Tab A—Qualifications and Experience

Introduction

The Aegis Group is a strategic government relations firm with offices in Washington, D.C. and Austin, Texas. Aegis, established in 1990, has more than 30 years of experience developing and implementing government relations solutions for public and private sector clients at the global, federal, state, and local levels. Our long-term clients, some of which have retained our services since 1992, are a testament to the quality of work and ongoing value we bring to our clients. Our firm's dual presence in Washington, D.C. and Austin, TX, allows us to simultaneously advocate across all levels of government in a coordinated fashion in order to enhance and magnify advocacy activities undertaken for our clients. This dual presence gives Aegis the agility to respond quickly to emerging events at all levels of government and to make physical visits in both capitols.

In today's legislative and media advocacy climate, mission success depends not just on whom one knows, but on what one knows about the competition, its access to political power pods and how to neutralize the competitive forces that jeopardize client success. Aegis specializes in creating *bold, innovative, bipartisan* efforts—such as grassroots mobilization and deployment—that succeed at bringing about the changes our clients desire. In fact, Aegis' creative political solutions and its innovative media advocacy for its clients has been applauded by some key Texas public officials:

- "…thank you for what you do for [*city*] and our district. I look forward to working with you in a number of ways!"

  [Current U.S. Congressman/Texas, via private 2021 email to Mario]

- "We happen to be a city of 100,000 population, and yet we feel like we're a city of 1 million people because the length of Mario's arms are so long!"

  [Mayor/Texas, source, *Dallas Morning News*/ June 25, 2019]

- "…once again you have played a key role in highlighting one of San Angelo's crown jewels. Way to go. You are the best."

  [*former* U.S. Congressman/Texas, via a 2019 personal note to Mario]

The Aegis team works in a bipartisan manner with a vast, responsive network of elected officials and other stakeholders and is skilled in initiating and nurturing relationships to advance our client's policy and legislative goals. Our dedicated team of government relations professionals perform as the extended "eyes and ears" for our clients with elected officials, key government employees at the state and federal level, and representatives of grassroots power pods.

Our team possesses an intimate knowledge of Federal, State, and Local legislative processes, and has proven success in developing and implementing innovative and successful government

relations strategies. We have established procedures for tracking legislation and budget proposals in order to identify their impact on our client's advocacy agenda.

Aegis' Senior Managing Director is a West Texas native, who actively provides (*pro bono*) services to numerous organizations (*i.e., educational, health, and the arts*) in his hometown of San Angelo, Texas. As the former Chairman of the Texas Small Business Industrial Development Corporation (a state lending institution for private/public sector ventures) under the appointment of former Texas Governor Rick Perry, he is acutely familiar with the perspective of some state officials that communities West of I-35 are less than equal to other communities in Texas. This is a perspective that is anathema to our Senior Managing Director's philosophy that government has a responsibility to treat its communities on-par with one another without regard to size or any other discriminating factor.

Additional Executive Background Information

The Aegis Group was founded in 1990 by A. Mario Castillo, a dynamic, seasoned public affairs professional, who learned his craft in a high-profile career on Capitol Hill. As Chief of Staff of the House Committee on Agriculture for nearly 10 years, Mr. Castillo developed an insider's knowledge of the key players, who develop a broad range of legislation and regulations, as well as the complex interaction between legislators, Federal agencies, foreign interests, and diverse constituencies. Today, Mr. Castillo and his staff of politically astute, media-savvy professionals represent clients with wide-ranging national and international business interests before the U.S. Congress, Federal agencies, and foreign governments.

Mario Castillo has served on two Texas state boards where he was appointed by former Governor Rick Perry. He served as Chairman on the Texas Small Business Industrial Development Corporation from 2004-2015, and as a Commissioner on the Texas Historical Commission from 2007-2013.

The Texas Small Business Industrial Development Corporation is a division of the Governor's Office of Economic Development, and as a Chairman, Mario was a gubernatorial appointee by Governor Rick Perry with the consent and approval of the Texas State Senate. During his tenure, he directed an $80 million portfolio to provide low-cost, long-term financing to Texas' public- and private-sector enterprises to enhance their economic development and competitiveness in the global arena.

Mario was also a gubernatorial appointee by Governor Rick Perry for the Texas Historical Commission, which is dedicated to the preservation of Texas' architectural, archeological and cultural landmarks. Mario evaluated and approved funding applications from the private and public sector in the fields of archaeology, architecture, history, economic development, heritage tourism, public administration, and urban planning.

Mario is also very passionate about serving West Texas municipalities and is sensitive to the needs of cities west of I-35, as evidenced by his service as a Board Member of Downtown San Angelo, Inc., a non-profit 501(c)3 organization dedicated to the revitalization and preservation of historic downtown San Angelo.

Mr. Castillo is well-known for his work to promote the cultural, artistic, and economic contributions of West Texas cites. Notably, his work to bring works of art from the San Angelo Museum of Fine Arts to the attention of the nation and the world has led to an artistic showcase (first ever) event in the diplomatic residence of the European Union's Ambassador to the United States. Thus, foreign diplomats and Washington's power brokers are now familiar with the collection of a West Texas' museum in a key diplomatic residence. The exhibit opened to great reviews and has been extended for continued exhibition at the ambassadorial residence for an additional three years. (https://www.gosanangelo.com/story/news/2019/06/06/san-angelo-texas-museum-european-union-ambassadors-residence/1283290001/)

Organizational Chart

The following is the organizational chart for The Aegis Group. The work on this engagement will be performed at both office locations in Washington, DC, and Austin, TX. The combination of these two office locations increases the potency of the City of Midland's advocacy efforts at the Federal level.



Key Staff

The key staff to work on this engagement are the following:

Key Staff #1	
Name	A. Mario Castillo
Position	Senior Managing Director
Role	Mario will act as the Senior Project Manager for this contract and will direct legislative efforts, with the aid of Alexander. Strategy: Mario will manage the development and implementation of strategy with support from Alexander. Advocacy: Mario and Alexander will jointly manage the advocacy efforts with Mario focusing on working to achieve the City's goals by lobbying members of the federal legislature and legislative staff. Mario will serve as the Point of Contact in Washington, DC. Relationship Building: As a well-established, well-connected lobbyist, Mario will identify beneficial connections and utilize his contacts to build relationships on behalf of the City.
Years Spend Lobbying at Federal/State Level	31 Years

Key Staff #2	
Name	Alexander B. Walker
Position	Strategic Government Affairs and Business Development Director
Role	Alexander will act as the Co-Project Manager for this contract. Strategy: Alexander will manage research and communications undertaken for the City and will

	assist Mario in the development and implementation of strategy. Tracking: Alexander will manage the tracking and reporting services and written communication materials. Advocacy: Alexander will assist with advocacy efforts, in coordination with Mario, by attending videoconference meetings with legislative staff and serving as the point of contact in Texas. Relationship Building: Alexander will support relationship building activities and will make connections to advance the City's goals.
Years Spend Lobbying at Federal/State Level	1.5 Years

Key Staff Bios

A. Mario Castillo, founder of The Aegis Group, Ltd., is a bipartisan lobbyist with an acute ability to design and deploy strategic communications plans and lead national and international multi-generational teams to ensure that a company's mission, vision and goals are met in a timely and cost-effective manner thus leading to increased revenues.

Utilizing opinion editorials, radio interviews, C-SPAN presentations, mascots and collaborating with unconventional allies (*i.e., NGOs, civic organizations, etc.)* and their grassroots political power platforms, Castillo has adroitly benefited companies such as British Airport Authorities ("BAA") subsidiary, Word Duty Free Americas ("WDFA"), as well as a coalition of American and Australian food trading companies.

Castillo implemented political and media strategies with municipal, state and business representatives along the U.S./Canadian border to preserve WDFA's commercial base of duty-free stores along the border – operations that had generated $110 million in revenues annually to BAA. Castillo drafted legislation that reversed and revised proposed Congressional legislation detrimental to WDFA's bottom line and operations, and then drove its passage by the US Congress and its approval by the President in record time.

Castillo's imaginative political-business move altered a global trade agreement that ultimately increased an Australian/US food consortium's market share by $10 million. Castillo surgically amended the trade pact's terms on country quota allocations during last-minute Congressional deliberations of the agreement in order to benefit his clients while protecting American grassroots business interests from deleterious international competition. He did so by forging a

"marriage of business convenience" between international and national producer/commercial coalitions, and global government teams.

Castillo served as chief of staff of the Committee on Agriculture of the U.S. House of Representatives and *The Washington Post* reported that the "House committee [is] better staffed, better organized and more aggressive than is the Senate version . . . more open, more accessible and more democratic than any Agriculture Committee in modern memory."

Governor Rick Perry named Castillo to the Texas Historical Commission for a six-year term in 2007. In 2004, the Governor appointed Castillo to the Texas Small Business Industrial Development Corporation, having a multi-million lending portfolio to provide low cost, long-term financing for Texas corporations and communities. Subsequently, the Governor named Castillo as chairman and president of the board. Castillo resides in Washington, D.C.

Alexander B. Walker, the Aegis Group's *Strategic Government Affairs and Communications Associate,* conducts legislative and policy research and analysis. Alexander monitors and massages clients' policy goals via legislative initiatives and media outlets. Alexander's strong communication skills allow him to synthesize complex materials for the edification of stakeholders and public policy promulgators.

Alexander supports the Aegis Group through the development and implementation of media campaigns. By increasing stakeholder visibility and forming alliances between policymakers and their constituencies, Alexander tailors effective media campaigns to generate public opinion in the direction of the interest of the client.

Alexander resides in Austin, Texas and serves as the Aegis Group's representative in Texas, assisting with advocacy and other government relations efforts in the state.

Alexander received his Master's in American Government with a focus on government media relations at Georgetown University and his Bachelor's in Government at the University of Texas at Austin (summa cum laude). While at UT, Alexander served as Vice President for Pi Sigma Alpha (the national political science honor society) and was inducted into numerous academic and leadership honor societies, including Phi Beta Kappa. His Master's thesis, titled "Framing Effects on Public Opinion - Comparison of Frames in Traditional and Social Media: A Guide for Strategic Communicators and Academics in the Contemporary Information Environment", analyzed how framing efforts have changed due to the increasing use of social media among the public and presented a list of best practices for strategic communicators in the digital age.

Support Staff

Support staff for this project, to be used on an **as needed** basis, are the following:

Support Staff #1	
Name	Genora Young
Position	Competitive Strategies Director
Role	Genora will act as an *in-house adjunct advisor* on an **as needed** basis and will utilize her professional expertise to help identify funding opportunities and develop strategies for attaining funds for the City. Genora will also utilize her professional network and connections with funding bodies to facilitate the acquisition of funds for the City.

Support Staff #2	
Name	Taylor Velarde
Position	Legislative Research Assistant
Role	Taylor will act on an **as needed** basis to assist the Aegis team by conducting legislative research in support of Aegis' activities on behalf of the City.

Support Staff Bio

Genora Young, Aegis' Competitive Strategies Director, is a passionate advocate for rural Texas communities and rural economic development. She is a certified Professional Community and Economic Developer (PCED) and Business Retention Expansion Professional (BREP). Her 25-year career began in Ft. Stockton, TX as the Director of Tourism/Main Street Manager where she and fellow tourism professional, Tex Toler established the first high-speed open road race in Texas (1998), the Big Bend Open Road Race.

As the District Manager for *nii Communications of Midland,* Genora guided the set-up of the Midland office, staff training, business recruitment, retention, and expansion. Genora also served as Tourism Consultant for the Alpine Chamber of Commerce, the Midland Convention and Visitors Bureau, and Coordinator of the John Foster West Texas Open Road Race from Midland to Rankin.

Genora served as the first Economic Development Director for the City of Eden where she facilitated the creation of a Low-Interest Revolving Loan Program and Frontera Healthcare Network, a multi-county healthcare partnership for Federally Qualified Healthcare Clinics providing healthcare, dental, and mental health services in underserved areas.

Genora directed rural economic development, fire/safety, and alternative energy programs as Director of Outreach and Special Programs while at the Texas Department of Rural Affairs.

She returned to West Texas to accept the position of Downtown Development Director for Downtown San Angelo, Inc. Under Genora's direction, San Angelo received the Preserve America, America's Dozen Distinctive Destinations, and The First Lady of Texas Treasures Awards in 2011.

As the Director for Downtown Development, for the City of Midland, Genora was the staff liaison to the Midland Tax Increment Reinvestment Zone #1 (TIRZ #1). Genora facilitated the development of Basin Burger House Restaurant/Bar, the expansion of Concho Resources offices, the development of the Wall Street Lofts, and the relocation of Susie's South 40 Candy Factory in downtown Midland.

As President/CEO of the Gonzales TX, Economic Development Corporation, Genora was the guiding force, coordinating all taxing entities in the development of the winning bid package for the largest economic development project in Gonzales' history. Defeating Germany, China, and Kentucky, the $50M expansion project for the German-owned BYK USA, Inc's Gonzales site retained an $8M annual payroll, 146 jobs, created approximately 20 new jobs over 10 years, introduced cutting edge technology, robotics, automation, expanded product lines, the creation of an Enterprise Zone, and substantially added to the Gonzales tax base.

Taylor Velarde, in Washington, supports Aegis Group client activities with data analysis and research. Taylor, working closely with Aegis' Senior Managing Director, Mario Castillo, provides key support services for the firm's domestic and international clients in the areas of administration, communication, research, public relations, and events planning and execution. He also assists in identifying data that serves as beneficial pressure points for the firm's clients in their interactions with the U.S. Congress and other public policy power pods in and outside of Washington.

Taylor received his BA in International Affairs with a concentration in Security Policy from the George Washington University. While at GWU, he was a recipient of the university's Presidential Scholarship. Currently, he is a graduate student at Angelo State University pursuing a Master's in Security Studies. Taylor holds a TEFL Certificate issued by TTMadrid in Madrid, Spain and was a TEFL certified English teacher during his residency in Madrid.

Staff Allocation		
Role	**Name**	**Allocation**
Senior Project Manager	Mario Castillo	100%
Co-Project Manager	Alexander Walker	100%
Consultant	Genora Young	**As needed**
Research	Taylor Velarde	**As needed**

Resumes

Please see key team member resumes located at the end of Tab A.

Past Work of Similar Size and Scope

Worker Visas [Contract Period: 2018—Present]

Synopsis: An Aegis client, operating out of West Texas, was threatened by the executive branch's decision to limit worker visas during the height of the pandemic. This decision would not only dramatically impact his business but given his fencing business' nexus to agricultural production, would have hurt U.S. food production in turn at a time when supply lines were over-stressed.

Results: Aegis conducted research on the nexus between his industry and food production to be presented to key officials, assisted in the drafting of letters and established meetings with key officials on the committees of relevance to ensure that the nexus was well understood, and his industry was exempted from the impact of this decision. Aegis successfully attained worker visas for our client, ensuring the vitality of both his industry and U.S. food production.

Dairy Trade Consortium [Contract Period: 1992-Present]

Synopsis: Aegis, on behalf of an international dairy products consortium, acted as the designated negotiator with the White House, working alongside two senior U.S. Senators on an international trade pact, The Uruguay Round. The trade agreement, if passed unaltered, would have negatively impacted the consortium's multi-million dollar market share of dairy trade in the U.S. and impacted the economic well-being of American dairymen by allowing unfair competition from international dairy exporters. Aegis was able to negotiate a solution, known as the "cheese swap," that protected and increased the consortium's business holdings in the U.S. and protected American dairy farmer income.

Results: Aegis successfully altered the trade pact in favor of its clients and crafted a solution that also produced greater benefits for its domestic dairy producer clients. The "cheese swap" produced beneficial results for Aegis' clients by changing import quota categories; allowing for more specialty cheeses, carrying with them a higher profit margin, to be exported to the U.S. The ability of Aegis to craft a mutually beneficial solution protected the interests of the domestic

dairy producers by removing the unfair competitive advantage given to foreign exporters under the original legislation.

> *"As I recall, they [USDA] turned it [the Cheese Swap] down about four times, even writing to affected ambassadors to make their position clear...due to Aegis' efforts United States Trade Representative simply told USDA that it had no intention of losing greater legislation over this issue and forced USDA into submission".* [- Tom May, President, Trugman-Nash, Inc.]

E.U.—San Angelo Economic and Cultural Development [Service Date: November 19, 2015]

Synopsis: Aegis arranged a trip to the West Texas city of San Angelo for then European Union (EU) Ambassador to the United States John Bruton. This trip highlighted commercial linkages shared between the state of Texas and the EU and the jobs (228,000+) brought to the state as a result of EU investments. Additionally, cultural linkages were explored to assist in fostering student exchanges between American and European institutions of higher education.

Results: The visit by Ambassador Bruton yielded positive results for business, educational and other cultural development interests within the State of Texas. The City of San Angelo, Texas was highlighted, including its historical and economic assets, cultural diversity and expanding university (Angelo State University) among other linkages. While in San Angelo, local business owners, university representatives, city government officials and the general public had the opportunity to meet with Ambassador Bruton. Beyond the cultural enrichment benefits, additional educational exchanges were established, and international business relationships were strengthened.

> *"I [participated in] a roundtable discussion on international issues sponsored by Angelo State University and the San Angelo Museum of Fine Arts. In my public speeches in San Angelo, I drew attention to the fact that European investment in Texas alone exceeds all U.S. investment in China and Japan combined. The visit was facilitated by Mario Castillo and his firm The Aegis Group, Ltd."* [- Former European Union Ambassador to the United States John Bruton.]

Celebrating Texas-European Union (EU) Ties [Service Date: June 25, 2019]

Synopsis: Aegis engaged, in partnership with the current European Union Ambassador, Stavros Lambrinidis, in pro-bono work promoting travel and tourism to West Texas and the development of economic and cultural ties between the EU and West Texas.

Results: Aegis utilized long-standing connections with the EU and congressional delegations to organize events aimed at highlighting and strengthening the important economic and cultural ties between the EU and Texas.

Texas Small Business Industrial Development Corporation [Tenure: Dec 2004—January 2015]

We would like to note Mr. Castillo's tenure as Chairman of the Texas Small Business Industrial Development Corporation. The Texas Small Business Industrial Development Corporation is a division of the Governor's Office of Economic Development. During his tenure, Mr. Castillo directed an $80 million lending portfolio to provide low-cost, long-term financing to Texas' public- and private-sector enterprises to enhance their economic development and

competitiveness in the global arena. His experience provides our firm with a unique level of insight into the decision-making process of funding organizations and an expert knowledge concerning economic development strategies.

City of Mission, Texas [Conducted during TSBIDC Tenure]

Synopsis: The City of Mission, Texas was in dire need of obtaining financing to upgrade and/or repair its water/sewer delivery systems. As Chairman of the TSBIDC, Mario reviewed the loan applicant, vetted the various elements and officials petitioning the TSBIDC board and approved a loan for approximately $28 million, which was paid back to the State of Texas in record time.

Result: The loan was utilized by Mission to repair water, sanitary sewer, and drainage systems; installing new fire hydrants, installing new service laterals, installing valves, and replacing and installing manholes and other structures (*Lift stations, etc.*)

Successful Attainment of Funds

Successful Attainment of Funds		
Project/Client	**Category**	**Achievement**
1. Port of Galveston	Economic Development	Multi-million-dollar expansion of ship cargo and cruise industry capacity.
2. City of Eden, Texas	Economic Development	Assisted the City in economic development and facilitation of federal grant money.
3. BYK USA. Inc.	Economic Development	$50,000,000 investment in local economy.
4. British Airport Authority (BAA)	Economic Development	Saved client approximately $110,000,000 in commercial holdings and sales revenues.
5. U.S. Australian Food Consortium	Economic Development	$10,000,000 to client in business revenue.

Please see descriptions of projects below

(1) Port of Galveston

Synopsis: In order to enlarge and refurbish the Port of Galveston's ship cargo and cruise industry's capacity, Mario guided the loan review and loan performance of a multi-million-dollar loan to the Port which was repaid to the State of Texas in record time. The Port is one of the major seaports along the Texas coast and serves the Houston Ship Channel. Its advantageous position as a barrier island on the coast and a distance of 9.3 miles from open seas beyond the protected harbor, set up the Port for further growth.

Result: This loan facilitated the rapid expansion of the cruise industry in Galveston, serving more than 1 million passengers in 2019, making it the fourth busiest cruise port in the United States.

(2) City of Eden, TX

Synopsis: Aegis' services were retained by the City of Eden, Texas for a period of nine months to assist in the pursuit of economic development opportunities for the city.

Results: During this time, Aegis arranged meetings between business owners, elected officials, and city representatives to encourage businesses to expand in Eden. Aegis also assisted in the drafting of letters, establishment of meetings with elected officials at the federal level and conducted direct advocacy activities with the Departments of Labor, Commerce, and Agriculture, as well as Texas state officials, that resulted in the federal government correcting and lowering the stated medium income of Eden, which allowed the city to qualify for federal grant money.

(3) BYK USA

Synopsis: BYK USA, Inc., a German owned supplier of specialty chemicals, sought incentives from different regions around the globe in order to invest $50,000,000 to expand their presence in the selected region. As President/CEO of the Gonzales TX, Economic Development Corporation, Genora, the Aegis Group's Competitive Strategies Director, was the guiding force, coordinating all taxing entities in the development of the winning bid package for the largest economic development project in Gonzales' history.

Result: Genora's work helped the City of Gonzalez, Texas beat out Germany, China, and Kentucky to win a $50,000,000 expansion project for the German-owned BYK USA, Inc's Gonzales site. As a result of her efforts, BYK, Inc. retained an $8,000,000 annual payroll, safeguarded 146 existing jobs, and created approximately 20 new, higher paying jobs over the next 10 years. Her work also helped introduce cutting edge technology, robotics, automation, expanded product lines, led to the creation of an Enterprise Zone, and substantially added to the Gonzales tax base.

(4) British Airport Authority (BAA)

Synopsis: An Aegis client with duty-free stores located along the border between Canada and the United States, and at major U.S. airports, was threatened by pending Congressional legislation that would have impeded their ability to effectively compete and do business; costing jobs and loss of revenue for local border economies in the U.S. The legislation would have restricted funding for enhancing customs border clearance for commercial traffic, thus imposing onerous and inefficient inspections of retail goods destined for U.S. markets. Aegis conducted a study demonstrating that if the proposed legislation were to pass, trucks carrying goods into the U.S. would be backed up 20 to 25 miles, creating an unpredictable environment for businesses, who could no longer anticipate deliveries of goods for sale at duty-free stores.

Results: Aegis assembled a bi-national grassroots coalition of media agents, mayors, small business owners and civic leaders from towns affected by this legislation into what became known as the "U.S.-Canadian Caucus of Mayors". The coalition stretched from coast-to-cost along the U.S.-Canadian border. This group effectively defeated the onerous legislation by mobilizing political forces from the local level to the national level on behalf of the client. The legislation was amended, providing increased funding for customs agents to upgrade from paper-tracking to a streamlined and efficient electronic tracking system. This system improved efficiencies while maintaining national security measures and enabled the client's business operations to continue and grow dramatically. Note: A later campaign included participation from Northern Mexican border cities.

> "*The Northern Border store managers have made some unique contributions to our business. They've given leadership and support to two major political issues this past year and have won big changes in our United States legislation. This was achieved through the assistance of The Aegis Group, Ltd. and the formation of the United States-Canadian Caucus of Mayors.*" [-Tom Daniels, President, Northern Border World Duty-Free Americas, a division of British Airport Authorities.]

(5) U.S. Australia Food Consortium

Synopsis: Aegis altered the terms of global product allocation between countries (United States and Australia) in order to increase the client's quota-share of product for enhanced market share and profits while minimizing import surge damage to American interests allied with firm's client. The work took place in Washington, DC as it was the focal point for the Uruguay Round trade talks. Occasionally, travel to allied points (California, Wisconsin, etc.) was required in order to recruit and maintain the high interest of grassroots allies on behalf of client cause.

The negotiations required collaboration with and the direction of foreign diplomats, U.S. Congressmen and Senators, Administration officials, and other parties as appropriate to advance client goals of enlarging its commercial holdings in the U.S.

It was essential that our firm possess diverse industry and functional expertise coupled with a tenacious commitment to driving client goals to a successful conclusion in the face of strong opposition from competing business interests and some Administration officials. Additionally, our firm developed and led teams of allied and diverse groups, created and adopted winning strategies as the situation dictated, and positioned the client as a "good business neighbor" despite attacks from competitors and hostile members of the media.

Results: The value of the amended trade agreement was worth approximately $10,000,000 to the client in business revenues.

Aegis Expertise

Aegis' areas of expertise include but are not limited to:

- Political Strategy Development
- Federal, State and Foreign Government Monitoring and Lobbying

- Media Relations and Communications Counseling
- Constituency Relations and Grassroots Mobilization
- Research and Analysis
- Spokesperson Identification and Preparation
- Event Planning and Execution
- Economic Development: Team members possess more than 25 years of experience in economic development projects for both public and private sectors.
- West Texas Roots: Team members have dedicated their careers to understanding the needs of West Texas and aiding West Texas communities in achieving their goals.
- Grassroots coalitions: The Aegis Group was a pioneer in the practice of building strategic coalitions through a variety of channels.
- Agriculture

Aegis' Unique Characteristics

Accommodation Period. We provide our clients with a *pro-bono* accommodation period that lasts one month prior to the contract inception date. During this time, Aegis conducts video conference meetings with our clients to better understand their issues and collaborate in the development of a legislative strategy. We also commit to setting up an in-person meeting, in which we will spend one day in the municipality, at our expense, reviewing ongoing projects and surveying the needs of the City.

Advocacy Priorities Survey. At the outset of every new client engagement, our firm conducts an *advocacy priorities survey* in the form of a written or verbal interview, via videoconference, to identify, triangulate, and collate our client's key priorities and define our advocacy approach. We then present our findings to the client to ensure that we have understood and prioritized their issues and once confirmed, set about developing an advocacy plan, in close collaboration with our clients, that is tailored to their interests. It is important to note that, while we do use this survey to define our initial advocacy approach, our approach remains entirely flexible and can be adjusted as a result of new information or emerging priorities.

Dual Offices. Our firm's dual presence in Washington, D.C. and Austin, TX allows us to simultaneously advocate across all levels of government in a coordinated fashion in order to enhance and magnify advocacy activities undertaken for our clients. This dual presence gives Aegis the agility to respond quickly to emerging events at all levels of government and to make physical visits in both capitols. Often, policy at the state and federal level are interwoven and our firm is uniquely positioned to take advantage of the federal-state nexus. In fact, success at the state or federal level is often dependent on the ability to advocate at both levels of government quickly and efficiently. Aegis' Austin office will monitor state legislative activities that may influence Federal advocacy issues on behalf of the City, thus providing Aegis-Washington and the City of Midland with a legislative intel-duality. Our Austin staff will also be available to conduct in-person briefings to City representatives, from time to time, as developments merit at the City's expense.

Flexibility. Our firm is adept at developing successful advocacy strategies for our clients. A key component of our success is the flexibility of our strategic approach and ability to quickly adapt to emerging legislative or policy trends. We monitor all available channels for information that may impact our existing strategy and quickly adapt to maximize the benefits of, and head-off any hurdles to advocacy activities undertaken for our clients.

Enhanced Client Communication. Our "stay in touch, to stay ahead of the competition" brand of government advocacy is perhaps unique to our industry. At Aegis, we believe that communication is the key to successful advocacy, and pride ourselves on ensuring a high level of communication and collaboration with our clients. This serves to ensure that our clients are aware of the activities undertaken on their behalf, presents opportunities for client feedback, and allows our firm to identify and respond quickly to new client priorities as they emerge. As part of our approach to client communication, we encourage our clients to identify and designate a point person, who can be called upon for time-sensitive decisions in order to facilitate rapid responses to emerging developments. We find that delayed communication with clients often leads to missed opportunities or detrimental outcomes. We work to establish scheduled progress updates, either in person or via telecom, early in client relationships in order to ensure proper communication channels are established and maintained. We also pride ourselves at being available to respond to client inquiries, regardless of the hour or day of the week.

Opinion Editorials for City Representatives. Our firm has extensive expertise in crafting opinion editorials for our clients. We intend to offer this service periodically to city representatives in order to help ensure that targeted audiences are aware of important projects to the City and to help support advocacy activities when appropriate.

Legislative Buddy System. Aegis harnesses its vast political network and extensive coalition building experience to develop a legislative buddy system between municipality officials, targeted state/federal representatives, and leaders of grassroots power pods. In this way, advocacy allies are established that can be mobilized to enhance advocacy activities.

Access to Policy Promulgators. Our firm has been in operation since 1992 and has developed an extensive network during that time that Aegis can mobilize to benefit our advocacy activities. In this case, Aegis is prepared to provide access to policy promulgators for non-traditional business interests—such as important foreign trading partners with the United States and Texas—with financial interests and intellectual property interests to diversify the Midland economy and enhance tourism to the area.

Heightened Sensitivity to West of I-35 Concerns. The entire Aegis team is comprised of native Texans from West Texas cities. Our West Texas roots engendered in us a keen awareness and deep respect for the important contributions that West Texas cities have on the economic strength of the state. This passion fuels our advocacy efforts as we help West Texas cities gain the attention of legislators at the federal level. Our firm's deep connection to Texas and commitment to ensuring that West Texas municipalities are heard by elected officials, regardless of size or location, instills a sense of pride in our firm at the opportunity to act as the "eyes and ears" of the City of Midland by representing the locality.

Periodic Site Visits. Aegis clients benefit from periodic in-person site visits of targets impacted by legislation, at our client's expense, in order to enhance communications from both digital and person-to-person exchange. Site-visits also serve to strengthen our relationship with the client.

Former House Agricultural Committee Chief of Staff. Legislative staff are the gatekeepers to elected officials. They act as filters, determining which issues or information rise to the attention of their principal. The chief of staff (COS) is the key gatekeeper in an office and holds final say over information transmission to their principal. However, among the hierarchy of political staffers on the Hill, the most senior and powerful is the committee chief of staff; a position our Senior Managing Director held for nearly a decade. Importantly, there exists a mutual respect for those who have risen to this high level of political staff, and which offers unique access when they leave public service. Often, a current COS will grant a meeting to a former COS in deference to this respect, providing expedient access to key staff important for successful advocacy outcomes and, at times, providing information not readily available to the public on procedural maneuvers or other developments. Our Senior Managing Director acted as the Chief of Staff for the House Agriculture Committee for 10 years and developed a reputation for bipartisan professionalism on the Hill. His status as a former chief of staff will help get the attention of key staff on both sides of the aisle as Aegis conducts advocacy activities for the City.

Why does the City need a Legislative Consultant?

Aegis understands that the hiring of legislative consultants by localities necessitates the expenditure of public funds and that our public sector clients have an obligation to fiscal responsibility. Therefore, as a supplement to our statement of qualifications, we would like to further clarify *how the City's investment of public dollars will lead to greater outcomes than the City would otherwise achieve*, *why hiring legislative consultants is a responsible use of public dollars*, and *how our firm is uniquely positioned to help the City achieve its goals*.

Greater Advocacy Outcomes. Legislative advocacy consulting services are an essential tool for municipalities seeking to have their legislative and regulatory priorities represented in the complicated, competitive, and often bewildering environment of government. Legislative consultants are adept at conveying their client's policy and regulatory priorities to key policymakers in ways that motivate these actors to either extend specific benefits to the client or insulate the client from harm caused by new legislation and regulation. Indeed, the use of a legislative consultant not only magnifies the power and potency of a municipality's voice when communicating its needs but increases the likelihood of a positive response from the government by positioning an ally in two crucial power centers that can consistently educate and apply pressure to lawmakers throughout the legislative and regulatory process.

By working with a legislative consultant, the City of Midland can better articulate the issues that are important to the City and identify opportunities for influencing legislative and regulatory processes. Further, given the many obligations and time-constraints placed on local legislators, legislative consultants offer a professional expertise that ensures the City's advocacy strategy is *focused, nimble,* and *efficient*. Legislative consultants act as the eyes, ears, and voice of

municipalities by constantly monitoring the legislative and regulatory process in order to take advantage of emerging opportunities and procedural maneuvers. Legislative consultants will help the City's time-constrained legislators understand which actions and decisions to prioritize in order to maximize the benefits to the City.

In addition, one crucial, but often overlooked, role of legislative consultants is the ability to facilitate vertical representation in multilevel government when policy preferences diverge. Many local governments find it difficult to secure their policy and funding needs when working solely through their representatives. Indeed, elected representatives are accountable to multiple municipalities within their district and the risk of these city-specific priorities being diluted or ignored entirely in favor of overlapping constituent issues increases without the help of a legislative consultant to ensure the City stands out. The use of a legislative consultant provides cities with an alternative advocacy channel through which they can gain the attention of lawmakers and achieve their funding and policy goals. By investing in a legislative consultant, the City of Midland will better ensure that both its specific priorities and overlapping constituent issues are heard and responded to at the federal level.

Finally, the City of Midland is more than 300 miles from the state capital and 1,400 plus miles from nation's capital. Given the distance of the City from the state and national capitals, it is crucial that the City has an effective ally positioned in both Austin and D.C. to take advantage of in-person advocacy opportunities.

Responsible Use of Public Funds. The use of a legislative advocacy consultant is an investment in the future of the City of Midland. It is crucial that the City's priorities are not overshadowed by competing municipalities and retaining the services of a legislative consultant will better position the City to secure beneficial funding and policy outcomes for their constituents.

Given the current economic constraints created by the pandemic, there is increased competition amongst municipalities for limited funding in an environment in which lawmakers' attention is increasingly limited. Those municipalities that fail to secure the services of a legislative consultant will likely find themselves at a disadvantage during this crucial period as their voice is drowned-out by other municipalities whose voice is magnified by a legislative consultant.

Second, there is a long, established history of municipalities lobbying state and federal governments for beneficial policy or regulatory outcomes. While municipalities may elect to manage advocacy efforts in-house, studies indicate that municipalities that hire legislative consultants benefit from an increased likelihood of positive advocacy outcomes and a greater return on investment [1].

In short, lobbying has a direct impact on funding and other beneficial legislative/policy outcomes and cities that invest in a legislative consultant reap the benefits while conserving vital municipal resources.

Why Aegis? Our firm has an established, robust, and responsive network of political connections at all levels of government. Aegis team members have direct experience working in the Federal

[1] Goldstein, R., & You, H. Y. (2017). Cities as lobbyists. *American Journal of Political Science*, *61*(4), 864-876.

legislature, thereby granting our firm access to key legislative staff. We are skilled at leveraging our existing connections and developing new relationships for the benefit of our clients.

Aegis also has an established history of helping West Texas municipalities secure grants and other funding sources. Our intimate knowledge of legislative and regulatory processes guides our advocacy approach and ensures that advocacy efforts are efficient and effective. We have a talent for identifying policy allies and developing coalitions around an issue that serve to elevate and advance our client's policy priorities. We pride ourselves on collaborating with our clients to develop a comprehensive understanding of their issues and to identify both traditional and non-traditional opportunities to advance them.

Further, by hiring Aegis, the City will benefit from the entire suite of legislative consultant services offered by our firm and will have access to our entire professional staff. In this way, the City will maximize its investment by partnering with a professional government relations firm with an established record of advocacy success, whose team is dedicated to securing the City's legislative and regulatory priorities. In addition, our dual offices in Washington, D.C. and Austin, Texas will enhance the advocacy outcomes for the City by positioning an advocate in two crucial power centers. In this way, Aegis will enhance the City's advocacy efforts while conserving vital municipal resources.

Conclusion

The Aegis Group is excited for the opportunity to work with the City of Midland to develop and implement a legislative advocacy strategy that will serve to achieve the City's funding and legislative priorities. We are confident that our established political network, intimate knowledge of legislative and regulatory procedures, and proven success helping clients at all levels of government will make us the perfect legislative advocacy consultant for the City. Our firm will enhance the City's advocacy efforts while conserving vital municipal resources. Aegis is passionate about advocating for the needs of West Texas communities and enhancing their profile in the greater political arena, as evidenced by the numerous positive testimonials from Texas cities that have engaged our services.

A. MARIO CASTILLO

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Highly Accomplished Bipartisan Policy Strategist and Solutions-driven Professional with Strategic Alliance Initiator Abilities

EXTERNAL AND GOVERNMENT AFFAIRS EXECUTIVE

Superior accomplishments in motivating, mentoring, and leading national and global cross-generational teams to ensure that an organization's policy objectives are met in a timely and cost-effective manner, thus leading to increased revenues and stakeholder satisfaction. A bilingual (Spanish) professional with strong international expertise.

PROFESSIONAL HIGHLIGHTS

- Chief of Staff of the House Committee on Agriculture. Committee liaison on legislative and business matters relating to the U.S. Congress, the Executive Branch, foreign government officials and private sector entities (e.g., commodity groups, national and international media, NGOs, Chicago Mercantile Exchange, etc.).
- Preserved British Airport Authorities' (BAA) commercial base of duty-free stores (World Duty Free Americas) along the US/Canadian/Mexican border, with a value of $110 million by revising anti-business Congressional legislation, assuring its passage by the U.S. Congress and approval by the President in record time.
- Amended an international trade agreement to increase clients' (US/Australian food consortium) market position ($10 million) by directing international and national producer and commercial coalitions, and global government teams.
- Negotiated and obtained multi-million-dollar exclusive rights to raw pharmaceutical ingredients for Cambrex (drug manufacturing firm) from the Czech Republic government.
- Led negotiations and administered the capital structuring of a $28 million long-term loan to revitalize and modernize a major seaport in Texas. Guided due diligence on loan applications concerning investment structure, development, planning, construction and applicant payback capabilities.
- Staff Co-Director of annual Mexico – U.S. Inter-Parliamentary Conferences. Negotiated and authored decrees regarding bilateral political, economic, and social issues, i.e., migration, drug trafficking, environment, and energy issues for endorsement by the Mexican and U.S. conference leadership and eventual approval by the U.S. Congress.

PROFESSIONAL SKILLS AND EXPERIENCE

The Aegis Group, Ltd. **Senior Managing Director** **Washington, DC**

- Develop and employ strategic plans that benefit and advance clients' national and global market shares, while collaborating with unconventional allies, including NGOs and non-profit entities, and their grassroots political power platforms.
- Initiate and nurture beneficial relationships with universities, corporations, associations, and other organizations external to the client's organization in order to advance and embed client's policy and public affairs objectives.
- Direct winning lobbying coalitions with global corporate interests (e.g., Europe, Canada, Australia and within the U.S.) of divergent views to influence legislation and regulations that protect or enhance clients' investments and political agenda(s).
- Design and deploy social media campaigns of national and international political consequence utilizing opinion editorials, radio interviews, C-SPAN, and "issue" forums tailored to foment public opinion beneficial to client interests via grassroots-power partners and other external partnerships.
- Build cohesion and excitement around client issue(s) across customers, employees and external allies to drive advancement of client's business and/or political objectives in targeted arenas.

- Facilitate all administrative and operational functions, including human resources (hiring/mentoring/coaching), payroll, risk management, and new business development.

BOARD APPOINTMENTS

Texas Small Business Industrial Development Corporation — *Chairman*
Austin, Texas — *2004 - 2015*

- Directed $80 million portfolio to provide low cost, long term financing to Texas' public- and private sector enterprises to enhance their economic development and their competitiveness in the global arena. TSBIDC is a division of the Governor's Office of Economic Development. A gubernatorial (Gov. Rick Perry) appointment with the consent and approval of the Texas State Senate.

The Texas Historical Commission — *Commissioner*
Austin, Texas — *2007 - 2013*

- THC is dedicated to the preservation of Texas' architectural, archaeological and cultural landmarks. Evaluated, and approved funding applications from private/public sector in the field of archaeology, architecture, history, economic development, heritage tourism, public administration, and urban planning. A gubernatorial (Gov. Rick Perry) appointment.

HONORS AND CIVIC ENGAGEMENT

Commencement Speaker
The Texas Tech University System at Angelo State University, San Angelo, Texas.

Distinguished Alumnus Award
The Texas Tech University System at Angelo State University, San Angelo, Texas. The award is bestowed upon an alumnus in recognition of outstanding achievements in the fields of education, the arts and humanities, politics and/or international relations.

Awardee of The Ford Foundation's Washington Internship in Education
Award, in conjunction with the George Washington University, for professional accomplishments in the field of bilingual education. A grant of $15,000 for outstanding work in the field of elementary education in Texas (lone recipient in award year).

Designee, Top 25 Hispanic Leaders in the U.S.
Bestowed by the U.S. Congressional Hispanic Caucus for exemplary service to the Latino community as a role model and standard-bearer for the Latino community.

Commissioner, D.C. Commission on the Arts and Humanities
Mayoral Appointment, Washington, D.C. Commissioner/Chair of the Literature Committee and reviewed proposals from city groups and individuals for funding in the fields of poetry, novels, etc.

Chairman, The Friends Council of the National Museum of Women in the Arts (NMWA), Washington, D.C.
NMWA brings recognition to the achievements of women artists of all periods and nationalities by exhibiting, preserving, acquiring, and researching art by women and by teaching the public about their accomplishments. Secured significant financial support from corporate donors during the NMWA's formative years.

Board Member, Downtown San Angelo, Inc.
DSA is a non-profit 501(c)3 organization dedicated to the revitalization and preservation of historic downtown San Angelo. DSA is a Texas Main Street site and a member of the National Trust of Historic Preservation member.

Technical Skills and Languages

Technical Skills	Microsoft Office Suite. Twitter, Outlook, Facebook and Snapchat.
Languages	Expert level in Spanish and English.

Education

Angelo State University, San Angelo, Texas
Bachelor of Arts - English and Spanish Literature

The Washington College of Law, Washington, D.C.
Non-Degree Courses: Torts, Contracts, Property, Civil Procedure and Constitutional Law

A. Mario Castillo

Supplemental Career Information

Project 1

U.S. Congressional Study Missions To Europe, Africa, Mexico, Russia, etc.

Project 2

U.S. House of Representatives/U.S. Senate-Mexico Inter-Parliamentary Summits

Project 3

Intercollegiate Agreement Between A European And An American University

Project 4

Amended International Trade Agreement (Uruguay Round) For Client Benefit

Project 5

Defeated Congressional Legislation To Protect Client's Commercial Holdings

A Mario Castillo

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Project 1: **U. S. Congressional Study Missions to Europe, Africa, Mexico, Russia, etc.**

Name Of Contact Person To Be Provided

A. Scope of work

As chief of staff of the Committee on Agriculture of the U.S. House of Representatives, I was tasked with planning and executing international exchanges between the Committee's Congressmen (42 members) and foreign elected officials, business leaders and other public policy formulators in various countries, e.g., Europe, Russia, Africa, Mexico, New Zealand, Australia, etc. These exchanges enhanced the Congressmen's cross-cultural sensitivity and gave them a new perspective on how the United States was viewed abroad.

Planning for the missions was work-intensive, requiring coordination with Washington-based diplomats, American diplomats based in the countries to be visited, and the U.S. Air Force who, if the delegation was large in number, would provide VIP transportation services which sometimes included the use of one of the President's airplanes (i.e., Air Force 2).

B. Primary locations of work

The planning for the study missions took place in the U.S. House of Representative in the office of the Committee on Agriculture located in 1300 Longworth House Office Building in Washington, DC. The execution of the missions took place in the foreign locales being visited, e.g., Brussels, Moscow, etc.

C. Duration of work

Planning and execution of the missions varied from three months to five or six months, depending on the sensitivity of the mission and location(s) to be visited.

D. Skills/expertise requirements

I was required to conduct briefings for the Congressmen on the target sites and was responsible for budget planning and allocation of resources (hotel selection, local transportation requirements, etc.). Also, I had to be culturally sensitive, be aware of foreign protocol and possess knowledge of international trade and commerce statistics relevant to the countries being visited.

A Mario Castillo

E. Dollar value

The actual cost, or value, of the missions is difficult to ascertain because the various Federal departments (State, Defense, etc.) and U.S. Congressional funds would pay for different portions of the missions.

F. Contract type

There was no contract in place as the planning and execution of the foreign missions was part of my employment duties with the Committee.

Project 2:	**U.S. House Of Representatives/U.S. Senate -Mexico Inter-Parliamentary Summits** **Name Of Contact Person To Be Provided**

A. Scope of work

As the Summit co-staff director, I was tasked with identifying and executing the program topics for the various summit panels, i.e., drugs, illegal immigration, environmental, etc.

I would draft "memorandums of mutual understanding" on various topics for the approval and adoption by Mexican and American officials, for the eventual transmission to their respective legislative bodies. This undertaking entailed long and terse discussions between the various official attendees. Also, I would provide interpretation and translation (Spanish) services as requested by the participants.

If the summits took place in Washington, I was tasked with facilitating meetings with Congressional leadership officials, Cabinet heads, and the President. Planning for the sessions required coordination with Washington-based Mexican diplomats and various Congressional and Administration officials. Due to security concerns about travel in Mexico, the U.S. Air Force would provide VIP transportation services, including the use of the President's airplane.

B. Primary locations of work

The summits would take place in various locations in Mexico and the United States with alternating meeting sites each year. The planning of the summits took place in Congressional offices in Washington and, at times, in Mexico City for pre-summit staff meetings.

C. Duration of work

Planning and execution of the summits usually took about nine months and up to one year prior to the summit date.

D. Skills/expertise requirements

I was required to conduct briefings for the Congressmen on the various "hot" topics that the Mexicans wanted to discuss during the summit. And, I had to conduct "stealth intel" to determine which, if any, of the Mexican officials and their friends in the Mexican media were going to attempt to embarrass any member of the American delegation on any topic. Therefore, I had to be creative and methodical while probing for information not readily available.

I was required to have good strategic vision and had to be able to build and implement sophisticated plans for the execution of the summit's panels' discussions with indiscernible effort. Additionally, I had to be emotionally mature; calming and positive in temperament as well as tolerant and understanding of the various participants and their agenda(s).

E. Dollar value

The actual cost, or value, of the missions is difficult to ascertain because the various Federal departments (State, Defense, etc.) and U.S. Congressional funds would pay for different portions of the missions.

F. Contract type

There was no contract in place as the planning and execution of the foreign missions was part of my employment duties with the Committee.

A Mario Castillo

Project 3:	**Intercollegiate Agreement Between A European And An American University** **Name Of Contact Person To Be Provided**

A. Scope of work

Negotiated and facilitated the establishment of the first intercollegiate agreement between a Czech Republic university (Charles University) and an American university (Texas A&M University). The agreement called for the exchange of scientific studies on various topics (environment, food/fiber production, etc.) and established a visitors' (professor's) exchange program.

B. Primary locations of work

The negotiations started in Washington, DC and concluded in Prague, The Czech Republic. The negotiations included Washington-based Czech diplomats, American and Czech university officials, and American diplomats based in Prague.

C. Duration of work

The negations took place over a time period of approximately nine (9) months and culminated with the signing of the agreement in Prague between Czech and American university representatives, and U.S. Congressional and Czech officials.

D. Skills/expertise requirements

Since I was representing the American university and the U.S. House of Representatives, it was incumbent upon me to exhibit excellent interpersonal skills, i.e., be a good communicator, demonstrate team leadership and maintain a high level of integrity. The nature of the personalities involved in this situation required that I be decisive and results-driven while being enthusiastic in finding openings and opportunities when obstacles arose during the negotiations.

A Mario Castillo

E. Dollar value

The cost of the negotiations, from initiation to conclusion, included travel expenses (hotel, airfare, meals, etc.) for eight Congressmen and two staffers was in the $400,000 to $500,000 (+) range. However, the value of the agreement was invaluable because it opened beneficial communications between parties that had been hostile to one another.

F. Contract type

There was no contract in place as this undertaking was part of my employment duties with the Committee of Agriculture of the U.S. House of Representatives.

Project 4:	**Amended International Trade Agreement (Uruguay Round) For Client Benefit** **Name Of Contact Person To Be Provided**

A. Scope of work

Altered the terms of global product allocation between countries (United States and Australia) in order to increase client's quota share of product for enhanced market share and profits while minimizing import surge damage to American interests allied with firm's client.

B. Primary locations of work

The work took place in Washington, DC as it was the focal point for the Uruguay Round trade talks. Occasionally, travel to allied points (California, Wisconsin, etc.) was required in order to recruit and maintain the high interest of grassroots allies on behalf of client cause.

The negotiations required collaboration with and the direction of foreign diplomats, U.S. Congressmen and Senators, Administration officials, and other parties as appropriate to advance client goals of enlarging its commercial holdings in the U.S.

C. Duration of work

The assignment lasted approximately one year.

D. Skills/expertise requirements

It was essential that I possess diverse industry and functional expertise coupled with a tenacious commitment to driving client goals to a successful conclusion in the face of strong opposition from competing business interests and some Administration officials. Additionally, I had to develop and lead teams of allied and diverse groups, create and adopt winning strategies as the situation dictated, and position the client in a "good business neighbor" position despite attacks from competitors and hostile members of the media.

A Mario Castillo

E. Dollar value

The value of the amended trade agreement was worth approximately $10 million to the client in business revenues.

F. Contract type

The contract was retainer-based plus expenses. The contract value to my firm was in the $200,000 (+) range.

Project 5:	**Defeated Congressional Legislation To Protect Client's Commercial Holdings** **Name Of Contact To Be Provided**

A. Scope of work

By recruiting and marshaling U.S/Canadian/Mexican municipal and state border officials into a pro-client coalition, I defeated Congressional legislation targeting client's near monopoly holdings in the U.S. Via the utilization of a highly strategic amalgamation of border governors, state legislators, and municipal officials, the Chairman of the Judiciary Committee of the U.S. House of Representatives was convinced to abandon his plans to break-up client holdings in the U.S. His proposed legislation was "watered-down" after our firm was tasked with the assignment.

B. Primary locations of work

The work took place in Washington, DC as it was the focal point for the Congressional hearings and points of contact with allied organizations. However, utilizing the client's airplane, effective networking and mobilization of Northern (New York, Minnesota, Washington, etc.) and Southern (Texas, Arizona, etc.) border officials was possible in order to defeat the onerous legislation.

C. Duration of work

The assignment lasted approximately one year.

D. Skills/expertise requirements

I had to be tactical, strategic and proactive as opportunities (often not anticipated) presented themselves for the client's advantage. Given the vast geographical distances where the client's stores were located, I had to be well-organized with superb planning and time-management skills. Likewise, I had to be adaptable and flexible as unforeseen challenges, or opportunities, arose.

A Mario Castillo

E. Dollar value

The defeat of the legislation saved the client approximately $110 million in its commercial holdings and sales revenues.

F. Contract type

The contract was retainer-based plus expenses. The contract value to my firm was in the $250,000 (+) range.

ALEXANDER WALKER
11321 Fletcher Hall Lane · Austin, TX 78717 · (512) 897-4421 · aw1082@georgetown.edu

EXPERIENCE

THE AEGIS GROUP — Washington, D.C./Austin, TX
Strategic Government Affairs & Business Development Director — Aug 2020- Present
Strategic Government Affairs & Business Development Associate — Aug 2018-Dec 2018, Aug 2019-Aug 2020

•Conducted legislative and policy research to develop reports with detailed, easily digestible summaries, analysis, and recommendations to guide clients' decisions and achieve policy goals and priorities
•Developed and maintained relationships with elected representatives, legislative staff, and issue stakeholders to advance client goals and form coalitions.
• Established Texas office and oversaw business development responsibilities, including generating news leads, identifying government procurement opportunities, and responding to Requests For Proposals (RFP) at the national, state, and local level.

720 STRATEGIES — Washington, D.C.
Strategic Communication & Government Services Fellow — Jan 2019- Aug. 2019

•Conducted research and analysis in order to develop 70-page family suicide prevention toolkit for $95K Health and Human Services contract.
•Identified key stakeholders and developed creative content, including messaging and taglines to prepare a proposal for a subsequently awarded contract for a prominent CA city's environmental regulation compliance campaign and Library of Congress Veterans History Project.
•Facilitated business development by generating new leads and leveraging existing contacts, which led to successful contract procurement and expansion into Texas and new industries.

RKQM INVESTMENTS — Austin, TX
Project Manager & Warranty Manager — Jan 2013-July 2018

•Supervised sub-contractors and ensured completion of tasks by set deadlines for new residential properties, including 20 properties valued at over $14 million.
•Authorized client warranty requests, delegated work assignments, and scheduled sub-contractors to fulfill warranty obligations for 30 properties.
•Located and procured new sub-contractors and general contractors through extensive networking.
•Researched and initiated creative solutions to various construction issues to increase efficiency and lower costs.

WALKER PROPERTY MANAGEMENT — Austin, TX
Co-Founder & Property Manager — Jan 2014-Aug 2018

•Planned, budgeted, and managed residential renovations up to $60K to increase marketability and value of properties.
•Represented and advocated on behalf of associations with local government to improve quality of communities for 110-home subdivision and 12-condo complex.
•Enforced deed restrictions and neighborhood bylaws for 110-home subdivision and 12-condo complex.
•Coordinated and conducted Owners' Association meetings to learn and address homeowners' concerns.

EDUCATION

GEORGETOWN UNIVERSITY — Washington, D.C.
Master of Arts in American Government, GPA: 3.87 — August 2019
Relevant Coursework: Government-Media Relations in the Digital Age, Policy Politics & the Media, Federalism & Intergovernmental Relationships, Analysis of Political Data
Thesis: "Framing Effects on Public Opinion: A Comparison of Frames in Traditional and Social Media"

UNIVERSITY OF TEXAS AT AUSTIN — Austin, TX
Bachelor of Arts in Government, *summa cum laude*, GPA: 3.93, Major GPA: 4.0 — May 2013
Phi Beta Kappa, Vice President of Pi Sigma Alpha (Political Science Honor Society)

DISTINCTIONS

Leadership: Co-Founder of Austin Greenbelt Alliance, Sigma Alpha Lambda (Leadership Honor Society)
Publications & Presentations: "Assessing the Risk of Violence in Afghanistan's 2019 Presidential Elections" presented to State Department in Fall 2018 for Georgetown course titled "Electoral Violence: Analysis"
Professional Associations: Hispanic Lobbying Association, Texas Exes, Texas State Society
Advocacy/Community Service: Longhorns on the Hill; AustinPetsAlive! Pet Foster; Travis County Deputy Voter Registrar; Mobile Loaves & Fishes Volunteer; Meals on Wheels Delivery Driver; Friendship Place Event Volunteer

Tab B—Rates and Expenses

Fees

$8,333.00/Month

Government Affairs Consulting Fee

Aegis' fee is structured in such a way as to maximize its advocacy power at the Federal level, while also offering the best value to the City. The benefits to the City include, but are not limited, to:

- Access to the full suite of services offered by our firm
- Assignment of multiple team members to this project as determined by Senior Managing Director
- Accommodation period—including one time-travel, at Aegis expense, to the City
- Our dual presence in the State and National capitals
- The inclusion of an Accommodation period
- 24/7 access to Aegis Staff

The Aegis Group consultation services are structured around a monthly, lumpsum retainer, or consulting fee. The consulting fee covers the services outlined in the scope of services section of this proposal without time limitations as regards professional services delivery by Mr. Castillo and/or members of his staff. The fee listed below is a set, not to exceed amount, and will not change regardless of time spent on this project or other special circumstances.

The monthly retainer fee is billed one month in advance and due for payment upon receipt of invoice (sent by electronic transmission) to an account designated by Aegis.

Direct and Out-of-Pocket Expenses

The City of Midland (Midland) will pay for out-of-pocket expenses incurred by Aegis on Midland's behalf such as taxis, travel related expenses, printing, graphic design, meeting logistic expenses, postage, copying, etc., incurred by Aegis on behalf of Midland with proper approval. Aegis will not incur any travel or related expenses chargeable to the City without prior approval by an authorized City representative.

Negotiations

Aegis understands and acknowledges that the retainer fee listed below is subject to negotiation upon being selected and that the actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized with the City.

Fee Schedule

Federal Fee Schedule	
Federal	$8,333.00/Month
Not to Exceed	$99,996.00/Annually + *approved direct and out of pocket expenses.*

The above fee schedule represents Aegis' Federal consultation fee and indicates a not-to-exceed amount as requested by the City.

Tab C—Methodology

Scope of Services

The City of Midland, Texas ("City") is seeking Legislative Advocacy Services to advise and advocate for the City in matters concerning its federal legislative agenda and funding priorities.

The Aegis Group ("Aegis") will assist in the development and implementation of government relations strategy, track and report on legislative developments and priorities, advocate on behalf of the City with public and private interests at the federal level, develop relationships with key agencies, actors, and stakeholders, identify and help acquire public funds for the city, and perform other government relations services as consistent with the City's annual strategic advocacy and political engagement plan to be developed in collaboration with Aegis.

Aegis would act as the federal government relations representative for the City. Aegis, on this contract, will:

- Work in consultation with the City to shape its advocacy agenda.
  - Survey of council during accommodation period (see "Advocacy Priorities Survey" on page 16)

- Develop and implement a strategic government relations plan with a focus on appropriations and funding. The developed strategy will be dynamic to ensure that any potential legislation or interest is identified quickly, and the strategy updated to accommodate new developments. Some examples may include:
  - Create related position papers, talking points, press releases and/or white papers
  - Prepare briefing memorandums for key City representatives
  - Identify vehicles for delivering issue information to key targets (*Biden Administration, Congressional officials, social media, etc.)*
  - Continually review existing and any proposed legislation, policies, etc. and identify any potential impact to City's interests
  - Research legislative policy statements and monitoring legislation to identify issues and implement actions based on interests of the City
  - Work with City by developing legislation based on interests outlined in Legislative Program and assist with any appropriations requests

- Meet, on behalf of, and arrange meetings for Midland representatives with public agency representatives and key policymakers to advance Midland's advocacy priorities. Some examples of key Congressional officials at the Federal level include but are not limited to Midland's federal delegation and bipartisan engagement with congressional committees that impact Midland's political and financial agenda.
  - Act as liaison and represent the City's interests with government branches, departments, and agencies.

- Testify before legislative and appropriations committees, agency hearings, rulemaking proceedings, and any other applicable administrative agency or legislative meetings as needed to advocate or oppose for any legislation affecting the City's interests.
  - City officials will be thoroughly prepped by the Aegis team before testifying.

- Make introductions, prepare necessary documents, draft letters, and schedule meetings (virtual and fly-in) on behalf of the City with organizations, associations, congressional leaders, congressional staff, etc.

- Develop and deploy periodic media content (*print, broadcast, radio, and social media*), as needed and/or appropriate as developments emerge, to elevate the City's interests.

- Foster and maintain alliances with non-traditional allies (*i.e., diplomatic corps, businesses, associations, etc.).*

- Utilize bi-partisan and bicameral relationships to effectively communicate the City's interests to elected officials.

- Seek opportunities, in consultation with City representatives, to enhance policymaker and stakeholder awareness of the City's interests.

- Identify funding opportunities and aggressively take action to secure funding
  - Identify grant opportunities and draft funding/grant applications in collaboration with the City
  - Identify agencies in charge of fund disbursement and establish relations for the City
  - Identify alternative funding opportunities for City projects
  - Develop strategies for attaining available public funds

- Provide continual, consistent communication *(via video conference* and *written reports*) to City to ensure officials are up to date and well- informed. This includes:
  - Short and concise monthly written status reports, including updates on progress towards achieving goals and objectives outlined in City's Legislative Program
  - Written and verbal reports (*via video conference*), including personal briefings and information related to any legislation, rules, policies, etc. related to City's interests
  - Weekly written reports, including status of issues, actions taken during the week, and updated strategy/suggested actions

Technical Approach

Aegis clients benefit from years of combined experience delivering effective government relations solutions for public and private sector clients. The Aegis team is skilled in initiating and nurturing relationships in order to advance policy and ensure passage of legislation for our clients. Our team's intimate knowledge of Federal, State, and Local legislative processes, access to a robust and responsive network of public officials and allied networks at all levels of government, and proven success developing and implementing government relations strategies make Aegis perfectly situated to support the City of Midland's legislative consulting and advocacy efforts.

The scope of work outlined in the RFP has been organized into the following categories of "*Strategy*", "*Tracking and Reporting*", "*Advocacy*" and "*Relationship Building*" in order to provide a segmented view of Aegis' services and technical approach.

Strategy

Aegis has a long and successful history of developing and implementing government relations strategies at the Federal, State, and Local level for both public and private sector clients. We know that successful advocacy starts with communication and collaboration with our clients in order to understand the specific issues they face and to devise tailored solutions for addressing them. We believe that ongoing, consistent, precise, and timely communication with our clients ensures that all parties are properly informed of advocacy activities and produces the best possible advocacy outcomes for our clients.

Our firm is adept at working with our clients to identify emerging issues and key priorities in order to develop a legislative agenda and an accompanying government relations plan aimed at achieving our client's legislative goals.

Aegis will, upon award, conduct a client priorities survey, via videoconference, with the mayor and each council member in order to develop an advocacy strategy, in close collaboration with the City, that will address the key priorities identified by City representatives.

Aegis adopts a dynamic approach to government relations strategy. We constantly update our strategy throughout the contract period to identify and take advantage of emerging legislative or regulatory developments that will impact our client.

We find that our client's legislative agendas are most commonly hindered by a lack of familiarity and knowledge of the legislative process. There are key deadlines and processes used during the annual legislative cycle that, more often than not, are not readily available to the public. Our clients benefit from our team's expert knowledge of the legislative process including, but not limited to, legislative writing and composition processes; committee and subcommittee processes (*i.e., notices, hearings, and markups, and the accompanying amendment process);* rules committee amendments; floor amendments; conference report process, etc.

It is important to note that as the legislative process moves along, there are no warning signals; once a deadline has been missed, it is very difficult to interject legislative priorities in a piece of legislation at the last minute. However, our team's direct experience moving and including priorities late in the process, provides our clients with a powerful advocacy advantage.

Rooted in our expert knowledge of legislative processes and bolstered by our robust and responsive political network, our approach maximizes our client's advocacy efforts and identifies alternate routes for advocacy to ensure any momentum behind ongoing advocacy efforts is maintained.

Our dynamic approach also empowers us to anticipate and respond to potential advocacy roadblocks and seeks ways to turn negative events into positive client outcomes. The legislative process presents many obstacles and barriers to successful advocacy. However, where others see obstacles, our firm sees key opportunities to achieve client goals through legislative vehicles including but not limited to Appropriations Full Committee and Subcommittee submissions; Appropriations Committee Full Committee and Subcommittee Markups; Reauthorization; Omnibus bills; Continuing Resolutions, etc. Additionally, earmarks have returned to the federal level (*referred to contemporarily as congressionally directed spending*) and will add yet another vehicle for achieving our client's advocacy priorities. It is vital that those entities seeking the benefits of congressionally directed spending begin developing relationships with key offices and acquainting legislative key staff to their specific needs as soon as possible.

In addition, Aegis has a well-documented history of identifying and developing opportunities to enhance our client's image with elected officials and other stakeholders.

Aegis recognizes the most formidable legislative obstacle is legislative staff being unaware and unfamiliar with our client's specific advocacy issues. As a result, Aegis moves quickly, while following a strategic, methodical process of engagement with personal offices and committee staff that has proven results. Our process intercedes with staff at the appropriate time to educate them, provide them with powerful informational tools, and win their support for legislative requests.

Tracking and Reporting

The Aegis team has direct experience both crafting and monitoring legislation at all levels of government. We are adept at identifying emerging legislation, tracking its progress through the legislature, and developing concise reports that empower our clients to make the best decisions regarding their legislative and policy priorities. Aegis' proprietary in-house processes and procedures ensure that nothing slips through the cracks and all legislation and regulation with potential impact on our clients is identified and thoroughly analyzed.

We believe that strong research and reporting underpin any successful advocacy effort and are well-equipped to carry out research and develop reports and memos that concisely communicate the intent, impact, and available advocacy opportunities of legislative activities. Our advocacy materials are written using clear, concise language that informs, educates, and motivates the recipient to action.

Advocacy

Aegis has a long history of advocating for client interests at all levels of government for both public and private sector clients. Our team directs winning lobbying coalitions with global corporate and public interests of divergent views to build cohesion around an issue, and influence legislation and regulations that protect or enhance our clients' political agendas in targeted arenas.

The Aegis Group is well-established in D.C. and Texas, specifically in Austin and West-Texas municipalities. Our Senior Managing Director and founder, Mario Castillo, has been quoted in a Scripps Howard newspaper as being "known in West Texas, Austin and Washington circles for getting things done seemingly by magic.[2]" Aegis firmly believes that the unique needs of West Texas cities should be well-represented in the legislature, and not overshadowed by municipalities east of I-35. Aegis was a pioneer in the practice of building strategic coalitions through a variety of channels. As a result, we can operate on any number of levels—seen and unseen—to achieve our clients' goals. We utilize public and private sector allies to develop powerful stakeholder coalitions in order to enhance and magnify our client's advocacy efforts and are committed to creating a patchwork of stakeholder allies to support the City's advocacy activities.

Relationship Building

The Aegis team is skilled in initiating and nurturing relationships in order to advance policy and ensure passage of legislation for our clients. Our intimate knowledge and understanding of how Member office staff and committee staff operate empowers our team to interact efficiently and successfully with these actors in order to include our client's legislative priorities. Aegis' numerous state and federal contacts in both Member offices and committees of the Senate and House of Representatives allows us to immediately access key political actors crucial to achieving our clients' goals.

Aegis has a talent for identifying, building trust, and collaborating with conventional and unconventional private and public sector allies, who share mutual legislative or policy goals. Our knowledge, not only of the system, but of the power centers and their key actors, allows us to match a client's mission with congressional administration interests that are of a like mind or educate legislative staff on how their member's interests overlap with those of our clients. Aegis' knowledge and experience in these areas enhances our ability to locate and recruit legislative sponsors and other organizational support for our client's legislative objectives.

Our team has at its disposal a robust and responsive network of public officials and allied networks at all levels of government. We also benefit from well-established relationships with non-traditional allies such as universities, corporations, associations, and other organizations. Further, our firm's established relationships with prominent local and national media organizations (*including the El Paso Times, Dallas Morning News, and the Austin American*

[2] http://archive.gosanangelo.com/news/castillo-forges-on--with-gusto-ep-438846264-355797781.html/

Statesman) gives our clients access to media partners useful for elevating their advocacy message and presents an alternate point of pressure for advocacy activities. Our web of established relationships and skill at generating new connections allows our firm to advance and embed our clients' policy and public affairs objectives in the greater legislative process.

Our team is also adept at bringing value and solutions, as opposed to problems, to elected officials and their staff. Our informational material is presented in congressional format, making it more digestible to legislative staff, and serves to strengthen relationships and persuade legislators towards our client's needs. Our team has a successful history of acting as the liaison between West Texas cities and elected officials, and key government employees to clearly communicate and advance their policy goals.

Funding

Aegis is particularly skilled at identifying and developing strategies for securing funding for our clients. Members of our firm have successfully secured funds for city programs and initiatives, including funding for economic development, tourism, etc.

Federal Funding Opportunities. The recently proposed Biden Administration economic plan indicates that a massive infusion of public funds is forthcoming and will be made available to municipalities across the U.S. It is vital that interested parties make inroads with key agencies and identify funding opportunities quickly in order to ensure that targeted funds are still available. To be sure, those public entities that fail to quickly identify and apply for these funds will be left without as other entities compete for the same funding pot. It is vital that advocacy activities aimed at securing public funds be initiated as soon as possible.

President Biden's spending plan includes two major categories, the Infrastructure Plan and Families Plan, totaling $4.1 Trillion. Below is a breakdown of the funds soon to be available to public entities:

I. Infrastructure Plan—$2.3 trillion
   A. Building and Utilities (Total—$689b)
   B. Transportation (Total—$621b)
   C. Jobs and Innovation (Total—$578b)
   D. In-Home Care—Care for people with disabilities and older adults—$400b
II. Families Plan—$1.8 trillion
   A. Tax Credits (total—$800b)
   B. I.R.S.—Investments to collect more revenue—($80b)
   C. Child and Family Support (total—$495b)
   D. Education (total—$511b)

Special Considerations

Earmarks. An Earmark refers to congressional provisions directing funds to be spent on specific projects. Legislators have historically sought to insert earmarks to direct specific amounts of money to organizations or projects in the member's home state or district. The Congressional Research Service (CRS) defines earmarks as follows:

> *"Provisions associated with legislation (appropriations or general legislation) that specify certain congressional spending priorities or in revenue bills that apply to a very limited number of individuals or entities. Earmarks may appear in either the legislative text or report language (committee reports accompanying reported bills and joint explanatory statement accompanying a conference report)."*

Supporters of earmarks rightfully contend that is the elected official, not government bureaucrats, who is best positioned to understand the needs of his or her district/state and how/where to best allocate the funds to maximize the benefit they bring to their constituents. Further, advocates cite evidence of increased bipartisanship as proof of the benefit of earmarks in the legislative appropriations process. Earmarks give lawmakers a vested interest in the legislation that comes before them.

Earmarks have returned to the appropriations process under a new label, *congressionally directed spending*, that aims to facilitate cross district coordination and increase the likelihood of bipartisan lawmaking.

The reemergence of earmarks has been met with enthusiasm from lawmakers. So far, all but one House Democrat and half of House Republicans have requested $5.9 billion for fiscal year 2022.

Out of Session Does Not Mean Not Working. Many members of the public perceive that no meaningful legislative action takes places during congressional recess periods or when Congress is out of session. However, nothing could be further from the truth. The off session presents a prime opportunity to perform key educational and introductory activities to federal staff that enhance the power of advocacy activities during the next legislative session. Our approach utilizes this crucial period to educate targets on the priorities important to our clients and permits the cross fertilization of ideas between the client and the target. Further, this period is a perfect time to identify, formulate and mobilize grassroots coalitions, both conventional and nonconventional, to build an army of support for the next session.

Legislators have two jobs: represent their constituents and govern. Sometimes these responsibilities work in tandem and sometimes not. Constituent representation requires working with them in the district that they represent, and this is not easily done from Washington or Austin. While supporting or opposing legislation is an important part of a member's job, it does not come close to capturing an elected official's wide range of responsibilities. This is why even with Congress, or the state legislature, is out of session most elected officials are at work. It is not uncommon for a Member of Congress to work a seven-day week.

The legislative chambers rarely work in unison and also do not need to be in session at the same time. It is not a requirement to legislate nor are the chambers routinely working on the same issues. Simply stated, the House and Senate are independent and uncoordinated bodies.

To the veteran government relations specialist or lobbyist, "out of session" translates into "get a deal done" on a piece of legislation with staff when they have more time to focus on the issue(s) that the lobbyist is advancing on behalf of a client(s). Likewise, this is an important time for grassroots forces to be heard more effectively without the din of the competition.

Importantly, the *advocacy priorities survey* that our firm conducts at the outset of every new client relationship ensures that the priorities identified in collaboration with our clients are quickly collated and developed into a legislative plan that can be deployed rapidly to ensure no momentum is lost nor any opportunity missed prior to the next session. The survey directly informs our advocacy approach and helps our firm identify advocacy opportunities.

In essence, Aegis fulfills a role similar to that of a schoolteacher during summer school; helping to prepare a student for the next school year. In the same way, we work closely with our clients to educate them on the legislative process and inform key staff of the issues important to them prior to the start of the next legislative session. In this way, our client's issues are on the minds of key lawmakers before the legislative agenda for the next session is finalized.

The best time to launch a counter-effort is before their forces are aligned and deployed.

Project Plan, Staff Assignment, and Time Frames

Project Plan. A detailed project plan, including timelines with goals, will be developed in collaboration with the City during the accommodation period and presented to the City after the development of the City's Legislative Program.

Time-frames. It is important to note that viewing advocacy at the state and federal level through the lens of time-frames can be a self-defeating exercise. Although congressional terms run for two-years, legislation often spills over into two or more congressional sessions or terms. As such, the nature of government relations is not measured by a specific timeframe. Often, an advocacy effort that is of long duration results in subtle but significant accomplishments. Our goal is not just to deliver goods in the now but changing opinions and perspectives of the opposition into the future.

Staff-Assignment. Please see staff allocation on page 11 of this document for a description of the staff assignment for each category of the proposed scope of work.

Progress Reports

Aegis is committed to preparing scheduled progress reports to be delivered/presented to City representatives in compliance with the stipulations outlined in the RFP. Aegis will also be available to providing verbal updates to the city as they arise.

Scheduled progress reports include but are not limited to:

- Written monthly updates and quarterly status reports on the firm's achievements as they relate to the goals and objectives set forth in the City's Legislative Program.
- Other required reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations and other State/Federal policies or programs that affect the City and its citizens either directly or indirectly.
- While the Legislature is in Session, a concise written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action for the upcoming week, and suggestion action that City staff or elected officials may implement.
    - A written report that summarizes the status of the City's Legislative Program shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period.
- When the Legislature is not in Session, Aegis shall provide periodic, concise reports on issues of interest or concern to the City. Such information may include, but not necessarily limited to: action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

Duties and Responsibilities

Aegis assumes full responsibility for the tasks outlined in the Scope of Work with support from the City and its officials, when needed.

Tab D—Reference Form

Aegis' client and professional references are listed below. Please let us know if we can provide any further clarification on this section.

Client References

Client Reference #1		
Name	Ken Meyers	
Position	President	
Organization/Agency	MCT Dairies	
Email: kenmeyers@mctdairies.com		**Phone:** (973)-258-9600 Ext. 11
Address	97 Main Street, Chatham, NJ 07928	
Service Period	11 Years	
Services Provided/Successes Achieved	Provided government and public relations services to a dairy products trading company and interacted with key White House officials, the U.S. Congress, major agricultural producer groups, and foreign government officials to defeat legislative and government initiatives that would be detrimental to the firm's market share. Note: Ken Meyer's has been a client of Aegis, in various business capacities, since 1992.	

Client Reference #2		
Name	Tom May	
Position	President	
Organization/Agency	Trugman-Nash, Inc.	
Email: twmay@optonline.net		**Phone:** (914)-954-6518
Address	8 Cayuga Trail, Harrison New York, New York 10528	
Service Period	12 Years	
Services Provided/Successes Achieved	Amended an international trade agreement to increase clients' (*US/Australian food consortium*) market position (*$10 million*) by directing international and national producer and commercial coalitions, and global government teams. Note: Trugman-Nash was purchased by MCT Dairies, Inc. and has kept Aegis on a continuous retainer since Aegis was hired by Trugman-Nash in 1992.	

Client Reference #3		
Name	Thomas "Tom" Daniels	
Position	President	
Organization/Agency	World Duty Free Americas	
Email: tom.daniels@highlineaftermarket.com		**Phone:** (609)-513-6188
Address	698 Pencador Drive, Newark, Delaware 19702	
Service Period	2 years	
Services Provided/ Successes Achieved	Preserved British Airport Authorities' (*BAA*) commercial base of duty-free stores (*World Duty Free Americas*) along the US/Canadian/Mexican border, with a value of $110 million by revising anti-business Congressional legislation, assuring its passage by the U.S. Congress and approval by the President in record time.	

Client Reference #4		
Name	Brenda Gunter	
Position	Mayor	
Organization/Agency	City of San Angelo, Texas	
Email: Bmosergun@aol.com		**Phone:** (325)-650-0978
Address	26 West Concho Street, San Angelo, Texas 76903	
Services Provided/ Successes Achieved	The Mayor can attest to the pro-bono work The Aegis Group has done for the City of San Angelo, Texas. Testimonial: Quote from the *Dallas Morning News*, "*we happen to be a city of 100,000 population, and yet we feel like we're a city of 1 million people because the length of Mario's arms are so long.*[3]"	

Client Reference #4		
Name	Raymond Meza	
Position	CEO	
Organization/Agency	Twin Mountain Fence Company	
Email: raymond@twinmountainfence.com		**Phone:** (325)-234-5500
Address	7513 US-67, San Angelo, TX 76904	

[3] https://www.dallasnews.com/news/politics/2019/06/25/what-does-san-angelo-have-that-dallas-doesnt-heres-how-the-west-texas-town-ended-up-on-the-global-stage/

Services Provided/ Successes Achieved	Our firm assisted Mr. Meza in acquiring federally issued H-2B visas for industries such as his with a nexus to agriculture, the protection of energy production sites and military installations in order to ensure that regulations pertaining to visa allocations do not threaten the viability of those auxiliary industries that are vital to supporting America's agricultural food production.

Professional References

Professional Reference #1		
Name	Russel Redding	
Position	Agriculture Secretary	
Organization/Agency	Pennsylvania Department of Agriculture	
Email: N/A		**Phone:** (717)-772-2853
Address	2301 North Cameron Street, Harrisburg, PA 17110	

Professional Reference #2		
Name	Austin Weatherford	
Position	Chief of Staff	
Organization/Agency	Congressman Adam Kinzinger—US Representative for Illinois 16th Congressional District	
Email: N/A		**Phone:** (202)-225-3635
Address	2245 Rayburn HOB, Washington, DC 20515	

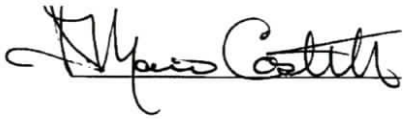
Tab E—Acknowledgement of Addenda and Standard Form of Agreement.

Midland, Texas
RFP# 21003698

The Aegis Group, LTD.

Acknowledgment—City's Standard Form of Agreement. *7-19-2021*

Aegis has reviewed the City of Midland's "*Standard Form of Agreement*" and attests to our firm's willingness to sign the agreement upon award of the contract.



A. Mario Castillo
Senior Managing Director
The Aegis Group, LTD.

Acknowledgement—Addenda.

Please see the addenda acknowledgments attached to the end of Tab E.

CITY OF MIDLAND

ADDENDUM

RFP #21003697 & 21003698

TO ALL PROPOSERS ON THE SUBJECT RFP:

ADDENDUM # 1

DATE: June 30, 2021

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

Q1. Will there be a public opening? If so, when will this occur and how will respondents be able to watch or listen?

A1. There will be a public opening July 21, 2021 at 2:00pm in the City's Council Chambers. The public opening will also be shown via the City Council Meeting live feed. This can be accessed from the following web address at the time of the proposal opening:
http://www.midlandtexas.gov/600/Watch-Council-Meetings

Q2. Can you please confirm the number of copies that are to be submitted?

A2: Please submit five (5) copies.

Q3: Should all copies be in an individual indexed binder as well, or only the original?

A3: We will leave it up to the individual company if you choose to index all copies.

Q4: Can you please confirm the location of the insurance affidavit within the RFPs and/or provide the document to our firm for review?

A4: Please disregard the Insurance Affidavit.

Q5: Is there an official form by this name, Completed Reference Form for us to fill out and submit with the RFP response, or should we simply draft our own reference list that includes the reference information?

A5: Please submit a list of references on your own draft.

Q6: If there is an official form, can you please confirm the location of the form and/or provide the document for our firm to review?

A6: See question 5.

Q7: Can you please confirm that a letter from our insurance provider stating our ability to be insured upon award will satisfy this requirement in both RFPs?

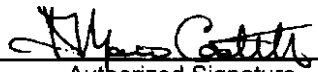
A7: Please include a letter from your insurance company with your proposal.

Q7: Will the City approve an amendment to the references section or allow our firm to use the references listed above, so that a firm such as ours can compete for this contract?

A7: References can be from public and/or private sectors.

PLEASE RETURN THIS ADDENDUM WITH YOUR PROPOSAL BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

The Aegis Group	
Company Name	
	07/18/2021
Authorized Signature	Date
A. Mario Castillo	202-744-8199
Please Print Above Name	Phone

CITY OF MIDLAND

ADDENDUM

RFP # 21003698

TO ALL PROPOSERS ON THE SUBJECT RFP:

ADDENDUM # 2

DATE: July 13, 2021

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

Q1. If we submit responses for both RFPs, can we submit one main document, or do we need to submit two separate responses for the state and federal level?

A1. Please submit 2 separate responses.

Q2. Can our firm cite work that is more reflective of the scope of work outlined by the City, even though it did not occur within the last 36 months?

A2. Yes, please denote the date(s) that the work occurred.

PLEASE RETURN THIS ADDENDUM WITH YOUR PROPOSAL BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

The Aegis Group
Company Name

Authorized Signature — 07/18/2021 Date

A.Mario Castillo
Please Print Above Name — 202-744-8199 Phone

Midland, Texas
RFP# 21003698

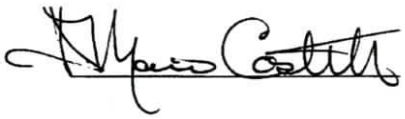
The Aegis Group, LTD.

Acknowledgment—Statement of Qualifications

7-19-2021

The RFP checklist requested that respondents complete and sign a statement of qualifications form. However, no such form exists within the RFP documents. Given this absence, Aegis submitted a request for information to the City Purchasing Department on 7/15/2021 at 5:04 PM CT to inquire as the absence of a completed and signed "Statement of Qualifications" form. As of this submittal, Aegis has not received a response from the City and has taken the liberty of drafting the statement below as a substitute.

Aegis attests that the information contained in Tab A "Qualifications and Experience" is accurate. Aegis is prepared to furnish any additional information requested by the city.



A. Mario Castillo
Senior Managing Director
The Aegis Group, LTD.

SUSPENSION AND DEBARMENT CERTIFICATION

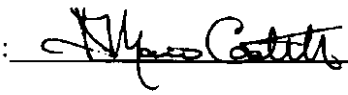
Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: The Aegis Group

Signature of Company Official: 

Date Signed: 07/15/2021

Printed name of company official signing above: A. Mario Castillo

Tax ID: 458-84-9318

NON-COLLUSION AFFIDAVIT

~~STATE OF TEXAS~~
§
~~MIDLAND COUNTY~~ WASHINGTON, D.C.

A. Mario Castillo being first duly sworn, on his/her oath, says that the proposal above submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and s/he further says that the said proposer has not directly induced or solicited any proposer on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from submitting a proposal; and that said proposer has not in any manner sought by collusion to secure to self an advantage over any other proposer or proposers.

The Aegis Group
NAME OF FIRM

SIGNATURE OF PROPOSER

Senior Managing Director
TITLE

Subscribed and sworn to before me this 16th day of July, ~~2016~~ 2021

Notary Public in and for the ~~State~~ ~~of~~ WASH, D.C. residing at

4200 WISCONSIN AVE, NW.
WASH DC 20016

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

ANDREW CANNON NOTARY PUBLIC EXP. 9-14-24 DISTRICT OF COLUMBIA

The Aegis Group, Ltd.

STRATEGIC GOVERNMENT RELATIONS

July 18, 2021

Conflict of Interest Questionnaire

There is no known conflict of interest as defined by the statute, so it is not necessary to file/submit the Form CIQ. The form will be submitted if a conflict is subsequently discovered.

A. Mario Castillo
Senior Managing Director
mariocas@aegisdc.com
202-744-8199

The Aegis Group, Ltd.
2472 Belmont Road NW
Washington, DC 20008

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-779486

Date Filed:
07/15/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Aegis Group
Washington, DC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
The City of Midland

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 21003698
Lobbying Consultant Services At the Federal Level

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castillo, Mario	Washington, DC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Alexander Walker, and my date of birth is 06/15/1987.

My address is 11321 Fletcher Hall Lane (street), Austin (city), TX (state), 78717 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 18 day of 7 (month), 20 21 (year).

Alexander B Walker
Signature of authorized agent of contracting business entity
(Declarant)

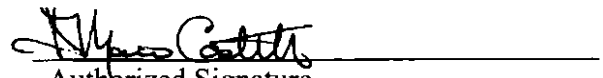
REQUEST FOR PROPOSAL AND/OR BELOW, PROPOSER AGREES TO THE ABOVE WAIVER(S).

C. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred in connection with this Proposal, Proposer or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Proposal) 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 the Proposer will settle, the physical and mailing addresses of Proposer at the time and date the claim was presented and the physical and mailing addresses of Proposer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Proposer 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 Proposer that Proposer's notice is insufficient. The 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, Proposer's failure to comply with the requirements herein shall perpetually bar Proposer's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. Proposer agrees that the requirements of this entire Proposal are reasonable.

By signing below, your company agrees to the above waiver(s). If this form is not signed and included with your proposal documents your proposal will be considered non-responsive and will be rejected.

GOVERNMENTAL IMMUNITY: THE CITY IS NOT WAIVING ITS RIGHT OF GOVERNMENTAL 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 GOVERNMENTAL IMMUNITY.

The Aegis Group		202-744-8199
Proposer	Authorized Signature	Telephone
2472 Belmont Rd NW, Washington, DC, 20008	A. Mario Castillo	N/A
Address, City and State	Please Print above Name	Fax

Proposer's Enclosure Check List: (Proposer - Please review the following list and check to ensure that you have included the documents with your proposal.)

☑ Proof of Automobile, Worker's Compensation and General Liability insurance coverage as required by the terms of the contract. **Upon award and prior to execution of the contract, Proposer shall cause the City to be added as an additional insured to the above insurance policies. Additionally, the**

The Aegis Group, Ltd.

STRATEGIC GOVERNMENT RELATIONS

July 19, 2021

Please see the following email below from our Insurance Provider stating The Aegis Group's ability to be insured upon award of the contract. Confirmation was received from the City's Purchasing Manager that this letter would satisfy the insurance requirement described in the RFP (please see signed addendum #1 for details).

Aegis is prepared, upon request from City representatives, to furnish any additional information or items to satisfy the City's insurance requirements.

A. Mario Castillo
Senior Managing Director
mariocas@aegisdc.com
202-744-8199

The Aegis Group, Ltd.
2472 Belmont Road NW
Washington, DC 20008

CRC Group

32 Old Slip, Floor 4
New York, NY 10005
Phone: 212-791-9745

Kimberly Schuerlein
Amaden Gay Agencies, Inc.
P.O.Box 5004
East Hampton, NY 11937

Jun 25, 2021

Re: A. Mario Castillo, Ref# 9166738-C
Proposed Effective 7/31/2021 to 7/31/2022

Dear Kimberly:

We are pleased to confirm the attached quotation for E&O/GL being offered with **United States Liability Insurance Company.** This carrier is **Admitted** in the state of **DC.** Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

NOTE: The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

Premium:	**$1,607.00**
Broker Fee	$150.00
Grand Total:	**$1,757.00**

Commission: 15%

Broker Fees & Policy Fees are Fully Earned at Binding

NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.

CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

Financing Insurance Premiums

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, business expansion.
If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Credit Corporation, which is an affiliate of CRC, providing premium financing solutions for companies across the United States.

You can learn more about how premium financing works and how it can expand your relationship with your clients by emailing afcodirect@afco.com; or call toll-free **877-317-6437**, option 1. Additional information is available at https://www.afco.com/partners/crc.html.

Sincerely,

Ping Zhang
212-618-0168
pzhang@crcgroup.com
9166738

AGREEMENT

THIS AGREEMENT is made and effective the ___day of ____ 20____, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), and, The Aegis Group ("*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

A. COMPANY shall provide those services described in **Exhibit A**.

B. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as other companies in approximately the same region at approximately the same point in time and for the same types of projects. 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 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.

The contract shall be for a term of one (1) year with the option for two (2), one (1) year extensions with the initial term beginning upon formal approval under the same terms and conditions upon written agreement from both parties.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least sixty (60) 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 ARTICLE 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 ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. 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 Section 2271.002 of the Texas Government Code applies to this Agreement, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement. If Section 2271.002 of the Texas Government Code does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement 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 exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the parties' execution.

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF ~~MIDLAND, TEXAS~~ WASHINGTON, D.C.

Robert Patrick, City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: The Aegis Group

Name: A. Mario Castillo

Title: Senior Managing Director

STATE OF _____§

§

COUNTY OF _____§

BEFORE ME, the undersigned authority, on this 16th day of July, 2021 personally appeared, A Mario Castillo an officer of The Aegis Group, 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 16th day of July 2021

2021.

Notary Public, State of WASHINGTON, DC

ANDREW CANNON NOTARY PUBLIC DISTRICT OF COLUMBIA MY COMMISSION EXPIRES 9-14-24

City Council Meeting

Item Number: 18

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL EIGHT OIL AND GAS WELLS LOCATED IN SECTION 11, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,575 FEET AND 1,697 FEET EAST OF RANKIN HIGHWAY AND BETWEEN 510 FEET AND 625 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the issuance of permit 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 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. The required 30-day public comment has passed, and the Council may consider this request. One notice of objection received for each well from same residence.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends

approval. A 16 ft. sound wall will be used during drilling and fracing operations being located on the North side of location. The operator has a surface agreement with the surface owner. The tank battery is located in the county. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

(1) Permian Deep Rock Oil Company requests to allow for twenty-four-hour fracing operations.
(2) Permian Deep Rock Oil Company requests variance for fence of the drill pad instead of individual well
(3) Permian Deep Rock Oil Company requests a variance to the requirement of landscaping and irrigation due to no city water is available.
(4) Permian Deep Rock Oil Company requests variance to the Road Repair Agreement due to no city streets will be used.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL EIGHT OIL AND GAS WELLS LOCATED IN SECTION 11, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,575 FEET AND 1,697 FEET EAST OF RANKIN HIGHWAY AND BETWEEN 510 FEET AND 625 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance

with Section 6-1-23(H)(1) and a public hearing was held on September 28, 2021; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill 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;

located in Section 11, Block 39, T-2-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "H" and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

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:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 115 MIPA Unit #H115LS oil and gas well shall be 260 feet from the north line and 1,575 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 115 MIPA Unit #H115WA oil and gas well shall be 235 feet from the north line and 1,575 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

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This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 120 MIPA Unit #H120WB oil and gas well shall be 195 feet from the north line and 1,697 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 125 MIPA Unit #H125WA oil and gas well shall be 210 feet from the north line and 1,575 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 130 MIPA Unit #H130LS oil and gas well shall be 170 feet from the north line and 1,697 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 130 MIPA Unit #H130WB oil and gas well shall be 185 feet from the north line and 1,575 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 135 MIPA Unit #H135WA oil and gas well shall be 145 feet from the north line and 1,697 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

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OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 140 MIPA Unit #H140WB oil and gas well shall be 160 feet from the north line and 1,575 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

MIDLAND Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/02/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. / Rep. Fax
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is**

Current Tax Roll from Midland Central Appraisal District), **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mustang 115 MIPA Unit #H115LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 260' FNL & 1,575' FWL, Section 11
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

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ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M: **No city roads will be used**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

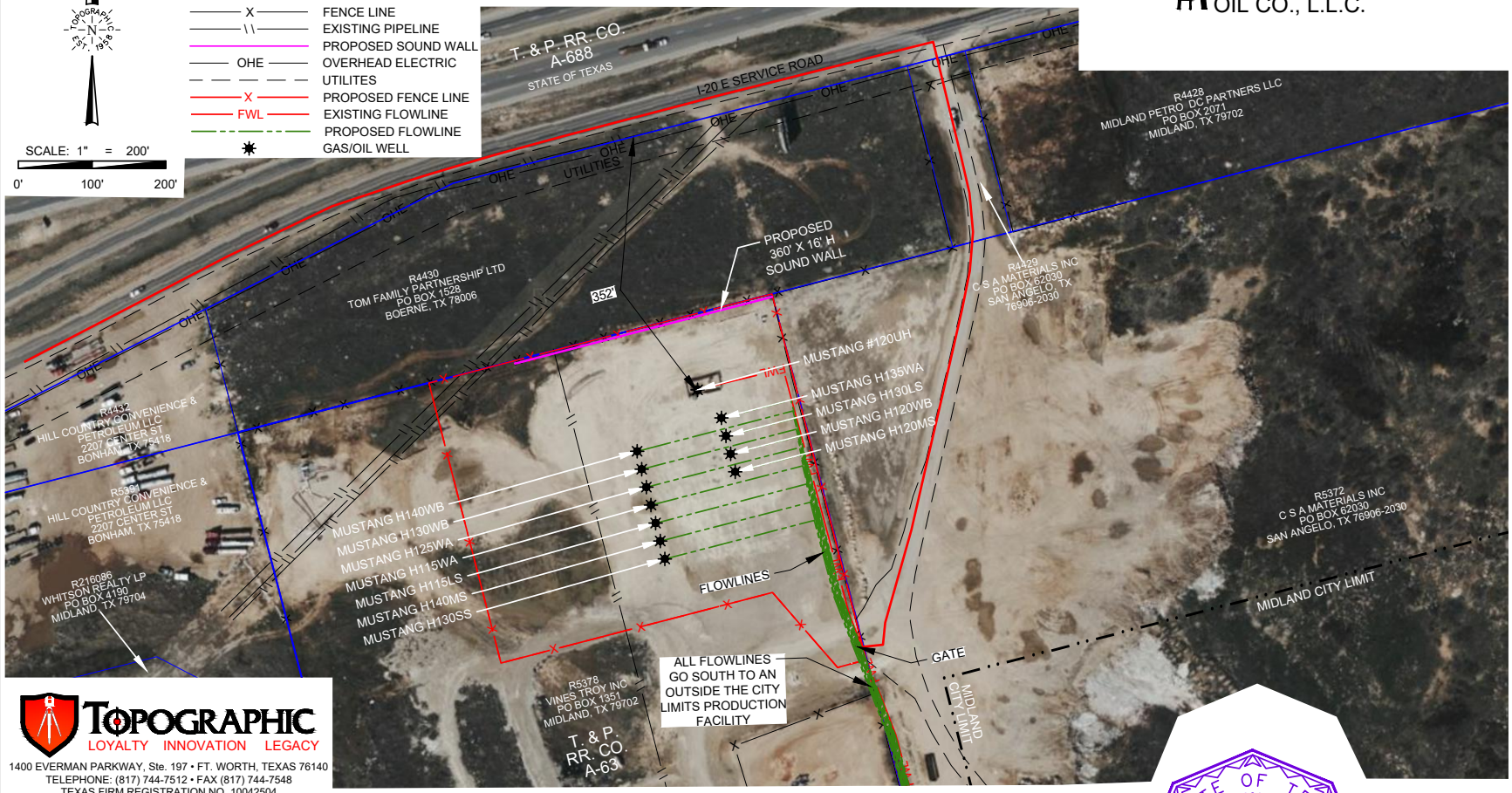
LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SEAL

EXHIBIT "G"

SECTION 11, BLOCK 39, T2S, T. & P. R. R. CO. SURVEY, A-63
MIDLAND COUNTY, TEXAS

PERMIAN DEEP ROCK OIL CO., L.L.C.



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

MUSTANG EAST PAD CITY PERMIT	REVISION:	
	AMD	1/18/2018
	AMD	1/19/2018
	AMD	1/30/2018
DATE: 01/08/2018	DRH	7/13/2021
FILE: SK_MUSTANG_H120UH_CL_PERMIT_REV5	DRH	7/14/2021
DRAWN BY: AMD		
SHEET : 3 OF 7		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE SYSTEM OF 1927, CENTRAL ZONE, U.S. SURVEY FEET.
3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ALL PROPOSED INFRASTRUCTURE SHOWN HEREON IS SOLELY FOR THE PURPOSE OF APPLYING FOR A PERMIT WITH THE CITY OF MIDLAND, TEXAS. THIS IS EXHIBIT IS NOT TO BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH THE T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THESE ARE FOR PLANNING PURPOSES ONLY.
5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
6. D.R.M.C.T. = DEED RECORDS MIDLAND COUNTY, TEXAS
7. C.C.O.R.M.C.T. = C. C. OFFICIAL RECORDS MIDLAND COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

JEFFREY N LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: JUNE 11, 2021

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\SKETCH\SK_MUSTANG_H120UH_CL_PERMIT_REV5.DWG 7/14/2021 9:25:22 AM dharris

SCALE: 1" = 300'

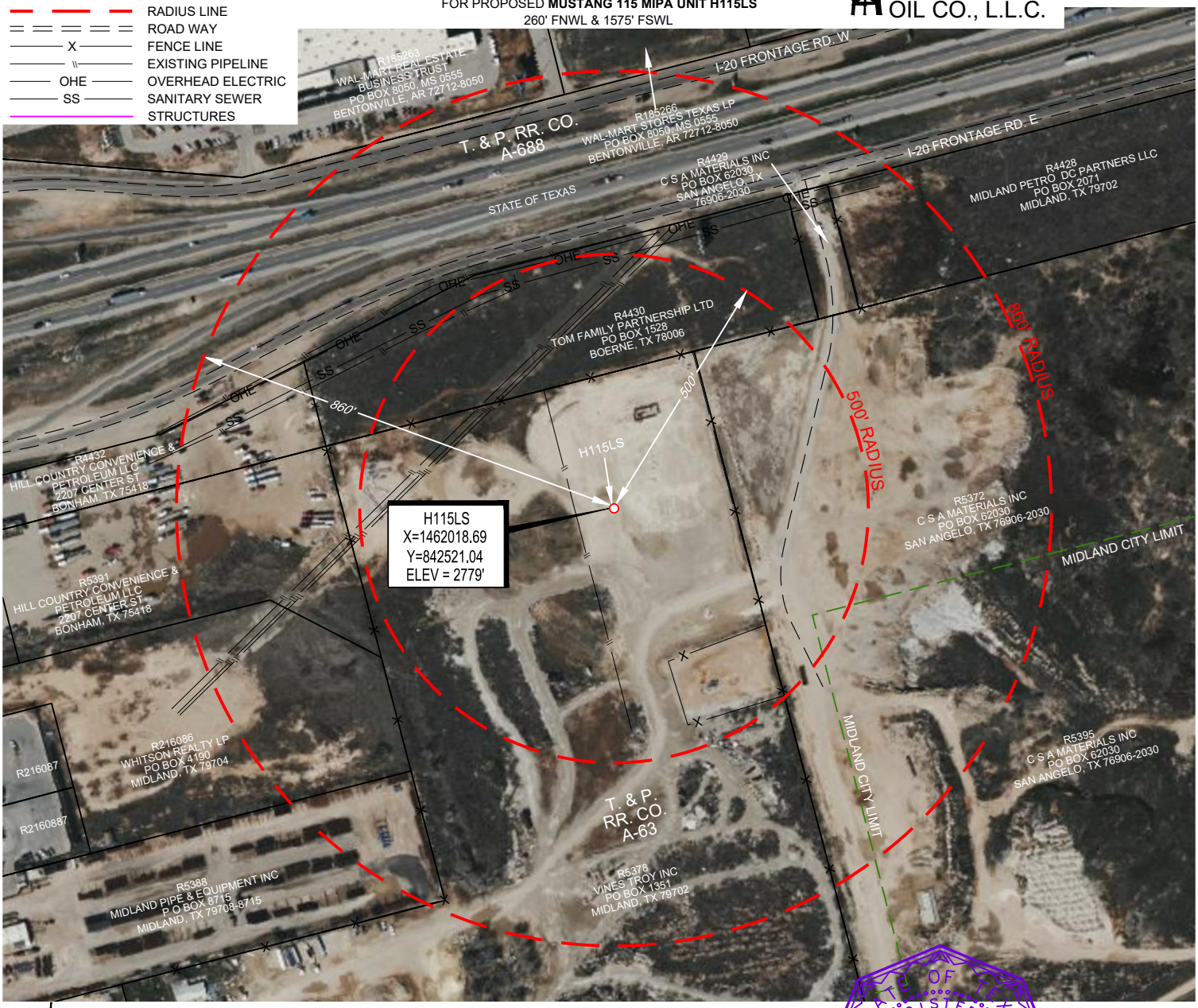
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LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- FENCE LINE
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- SANITARY SEWER
- STRUCTURES

SECTION 11, BLOCK 39, T-2-S
T. & P. RR. CO. SURVEY, A-63
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 115 MIPA UNIT H115LS**
260' FNWL & 1575' FSWL

PERMIAN DEEP ROCK OIL CO., L.L.C.



N

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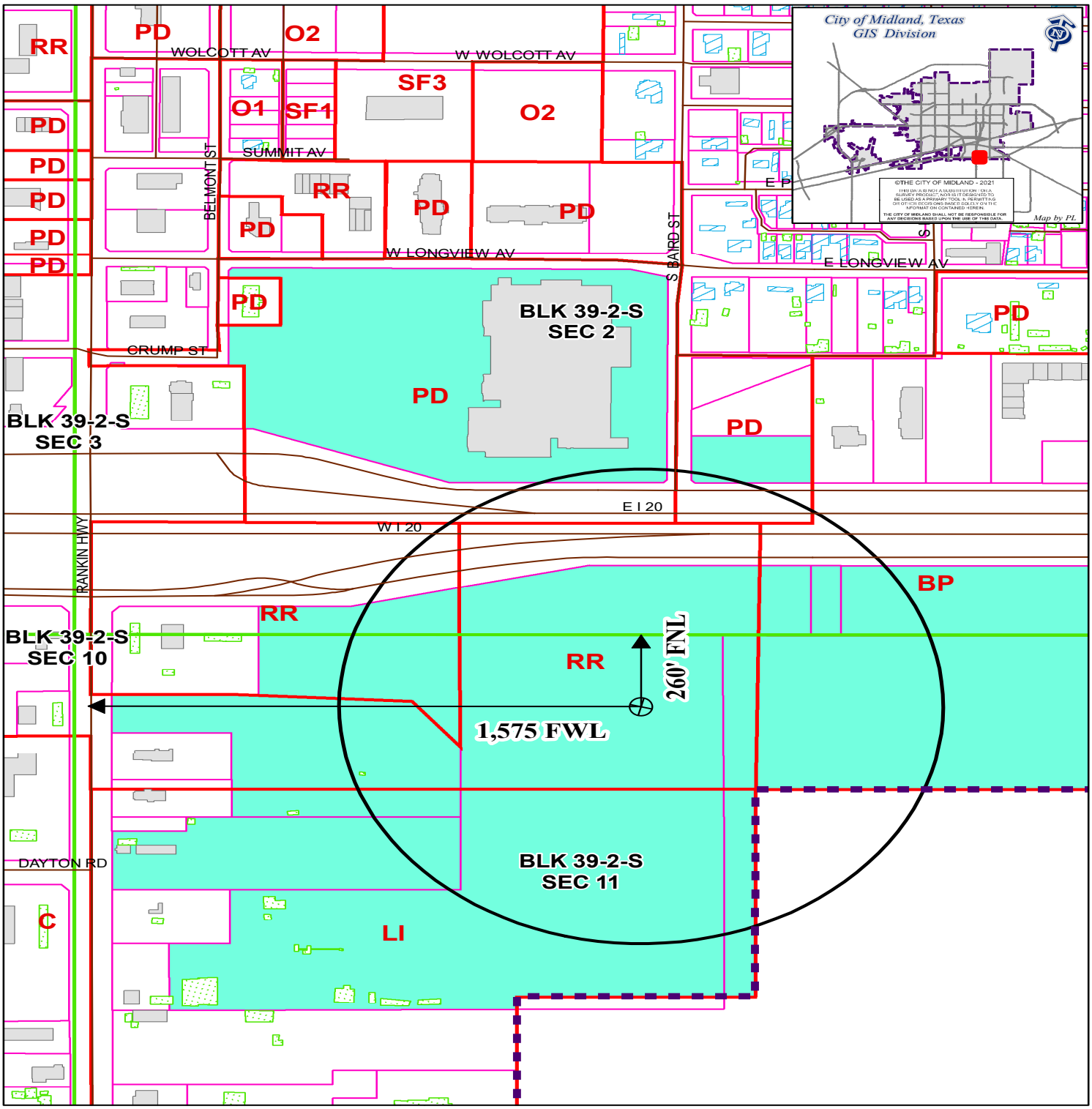
STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
JUNE 11, 2021

MUSTANG 115 MIPA UNIT H115LS	REVISION:	
	INT	DATE
DATE: 07/07/2021		
FILE: CD_MUSTANG_115LS		
DRAWN BY: PAC		
SHEET : 1 OF 2		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
4. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

PACKET 18.43 November 16, 2021



LOCATION AND ZONING MAP

Oil - 036965 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 260' FNL and 1,575' FWL, Section 11, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,575 feet east of Rankin Highway and 625 feet south of I-20.

Mustang 115 MIPA Unit #H115LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RR, SF1, SF2, SF3	ONE-FAMILY DWELLING	RC1, RC2, RC3	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/02/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. / Rep. Fax
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

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2.

3.

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See Exhibit "C"

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See Exhibit "D"

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Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SEAL

SCALE: 1" = 300'

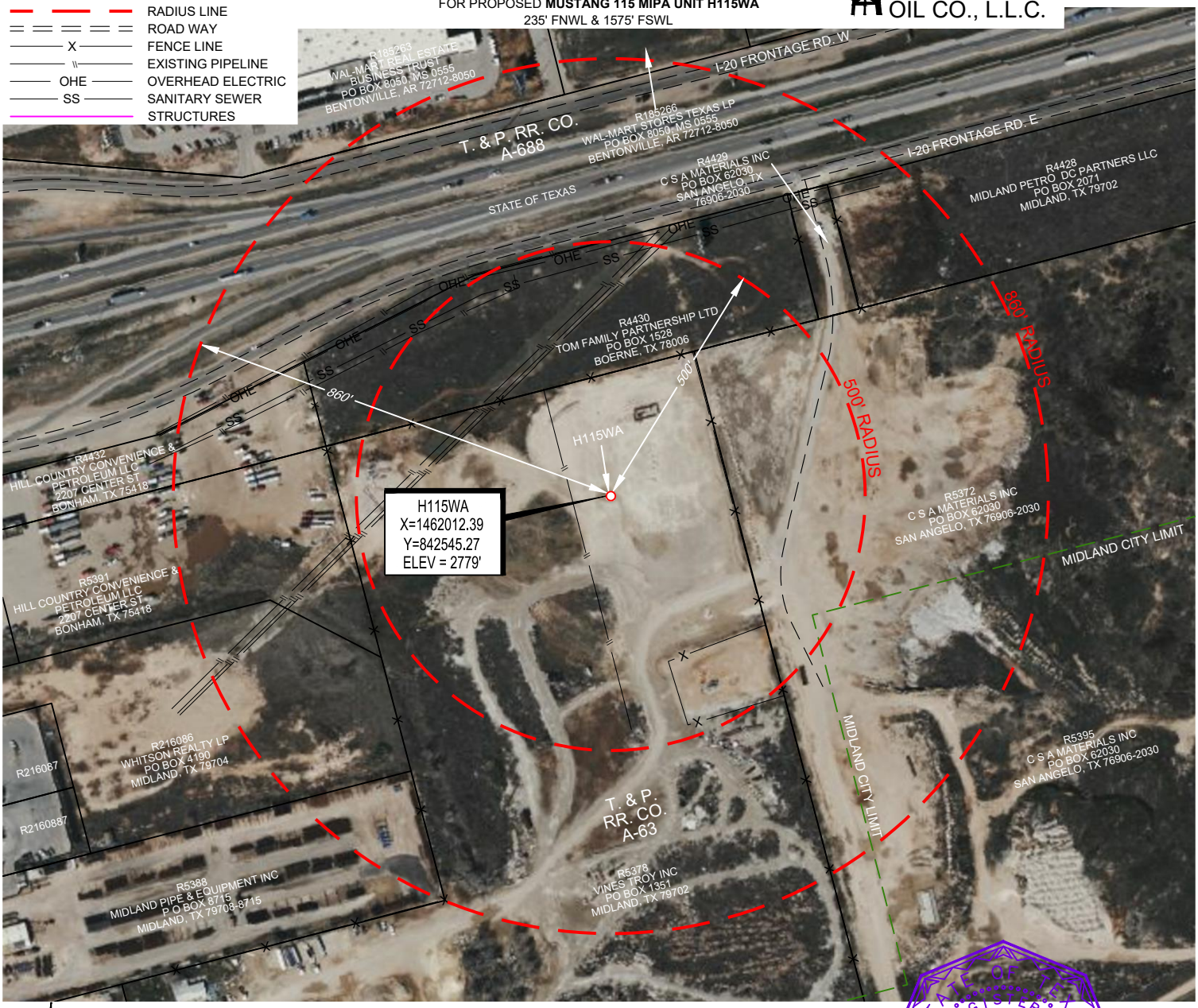
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LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- FENCE LINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- SS — SANITARY SEWER
- STRUCTURES

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SHOWING STRUCTURES WITHIN 500' RADIUS
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235' FNWL & 1575' FSWL

PERMIAN DEEP ROCK OIL CO., L.L.C.



N

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TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

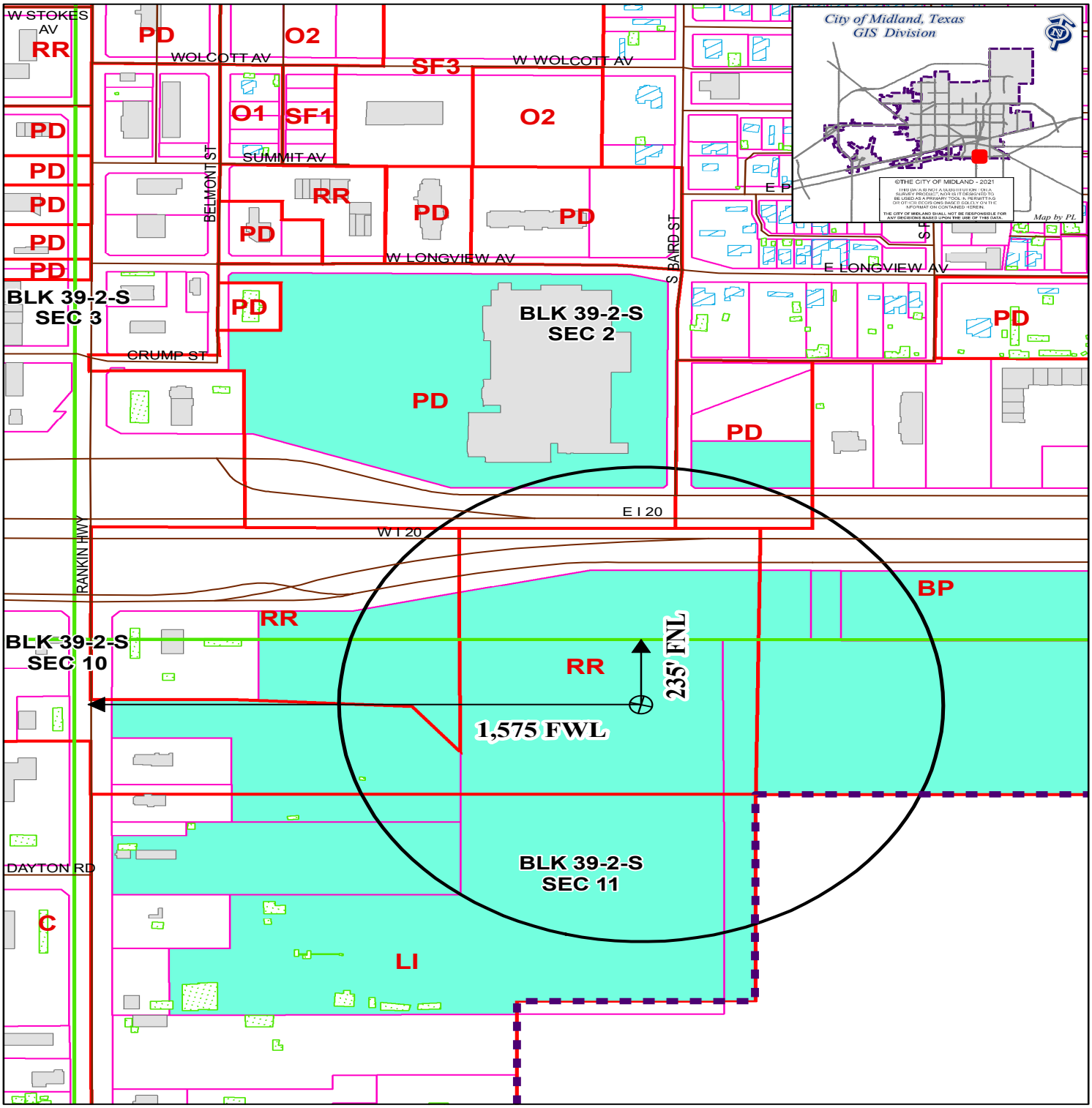
STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
JUNE 11, 2021

MUSTANG 115 MIPA UNIT H115WA	REVISION:	
	INT	DATE
DATE: 07/08/2021		
FILE: CD_MUSTANG_115WA		
DRAWN BY: PAC		
SHEET : 1 OF 2		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
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S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\CITY_PERMITS\NAD27\CD_MUSTANG_115WA.DWG 7/9/2021 8:55:22 AM dharris



LOCATION AND ZONING MAP

Oil - 036966 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 235' FNL and 1,575' FWL, Section 11, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,575 feet east of Rankin Highway and 600 feet south of I-20.

Mustang 115 MIPA Unit #H115WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
SE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	RR	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/02/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is**

Current Tax Roll from Midland Central Appraisal District), **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mustang 120 MIPA Unit #H120WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 195' FNL & 1,697' FWL, Section 11
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

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ATTACHED AS EXHIBIT M: **No city roads will be used**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

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ATTACHED AS EXHIBIT P **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

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ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023
SEAL

SCALE: 1" = 300'

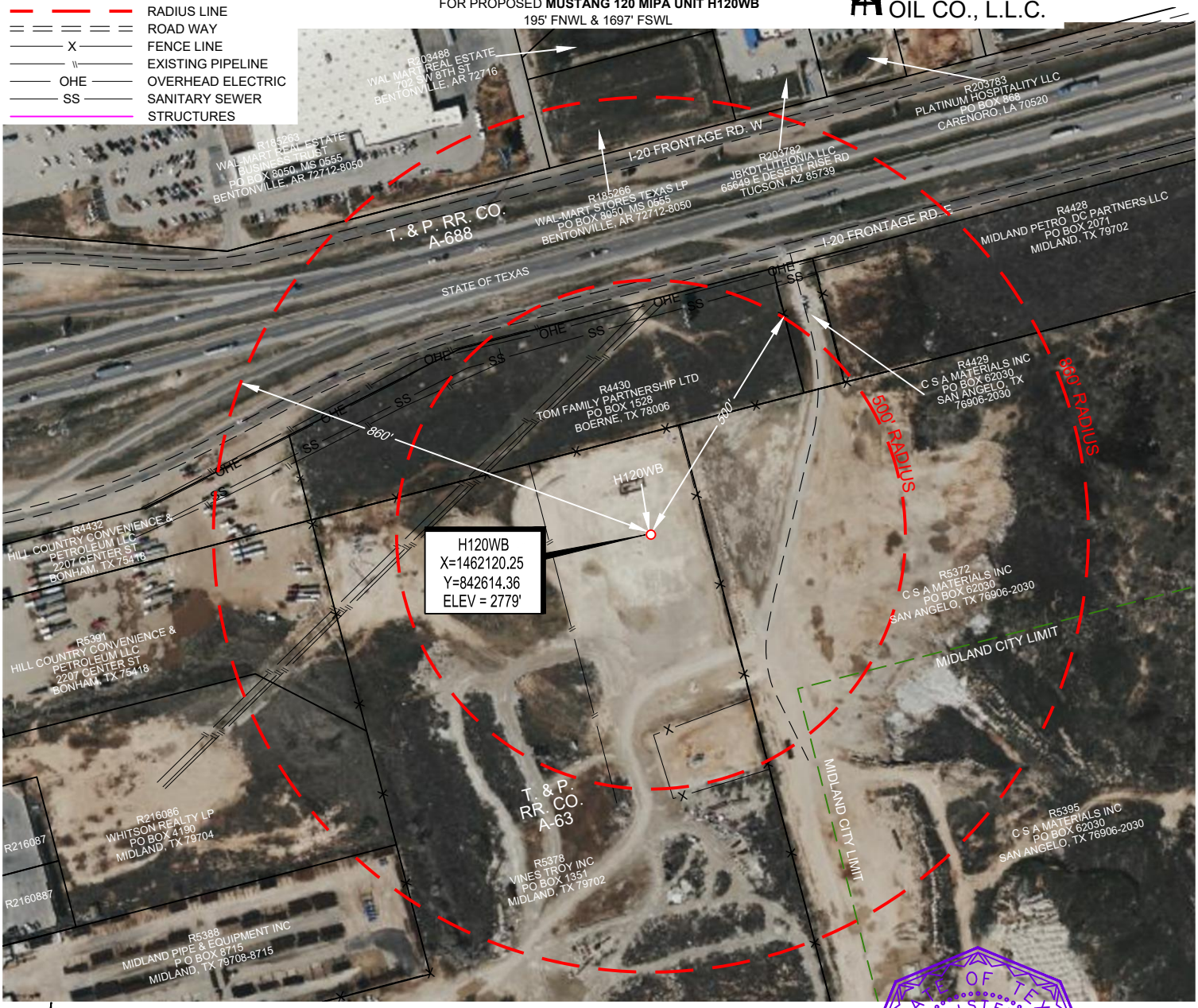
0' 150' 300'

LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- FENCE LINE
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- SANITARY SEWER
- STRUCTURES

SECTION 11, BLOCK 39, T-2-S
T. & P. RR. CO. SURVEY, A-63
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 120 MIPA UNIT H120WB**
195' FNWL & 1697' FSWL

PERMIAN DEEP ROCK OIL CO., L.L.C.



N

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LOYALTY INNOVATION LEGACY
1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

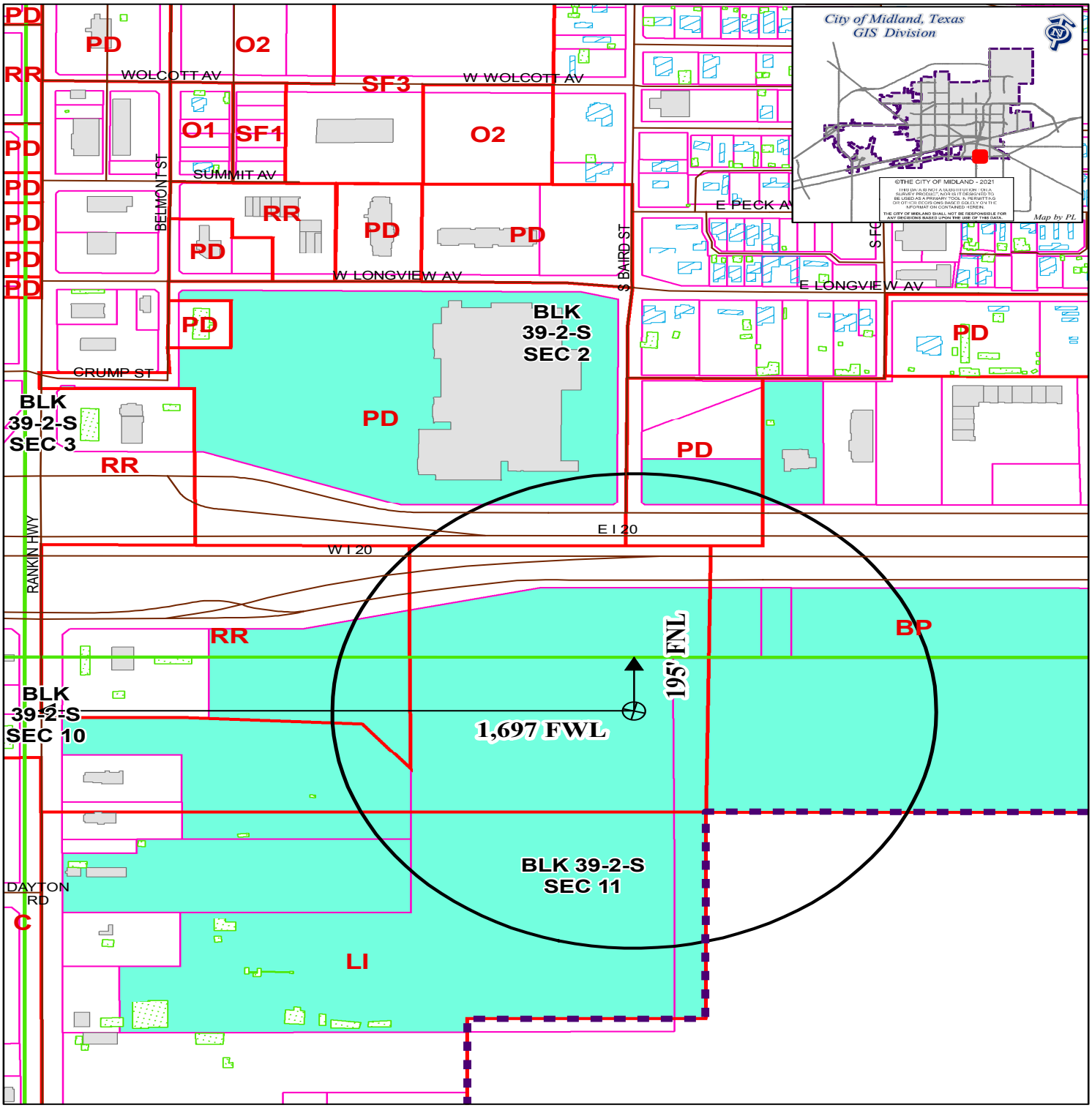
Jeffrey N. Lueders, R.P.L.S. No. 6512
JUNE 11, 2021

MUSTANG 120 MIPA UNIT H120WB	REVISION:	
	INT	DATE
DATE: 07/09/2021		
FILE: CD_MUSTANG_120WB		
DRAWN BY: PAC		
SHEET : 1 OF 2		

NOTES:
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PACKET 18.55 November 16, 2021

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\CITY_PERMITS\NAD27\CD_MUSTANG_120WB.DWG 7/9/2021 1:10:10 PM dharris



LOCATION AND ZONING MAP

Oil - 036968 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 195' FNL and 1,697' FWL, Section 11, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,697 feet east of Rankin Highway and 560 feet south of I-20.

Mustang 120 MIPA Unit #H120WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
SE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	RR	LOW-INTENSITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/02/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

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2.

3.

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ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mustang 125 MIPA Unit #H125WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 210' FNL & 1,575' FWL, Section 11
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

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Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SEAL

SCALE: 1" = 300'

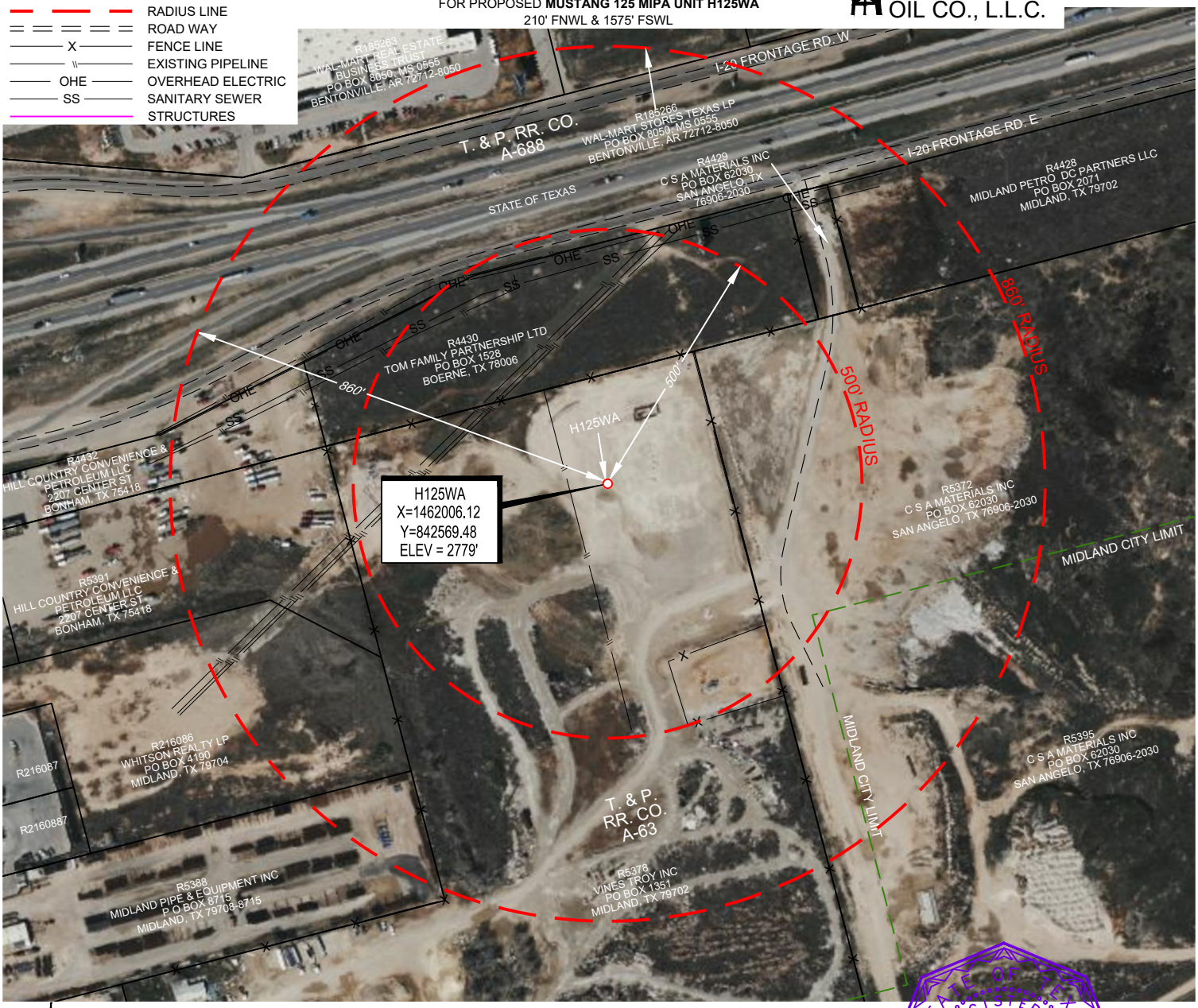
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LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- FENCE LINE
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- SANITARY SEWER
- STRUCTURES

SECTION 11, BLOCK 39, T-2-S
T. & P. RR. CO. SURVEY, A-63
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 125 MIPA UNIT H125WA**
210' FNWL & 1575' FSWL

PERMIAN DEEP ROCK OIL CO., L.L.C.



N

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
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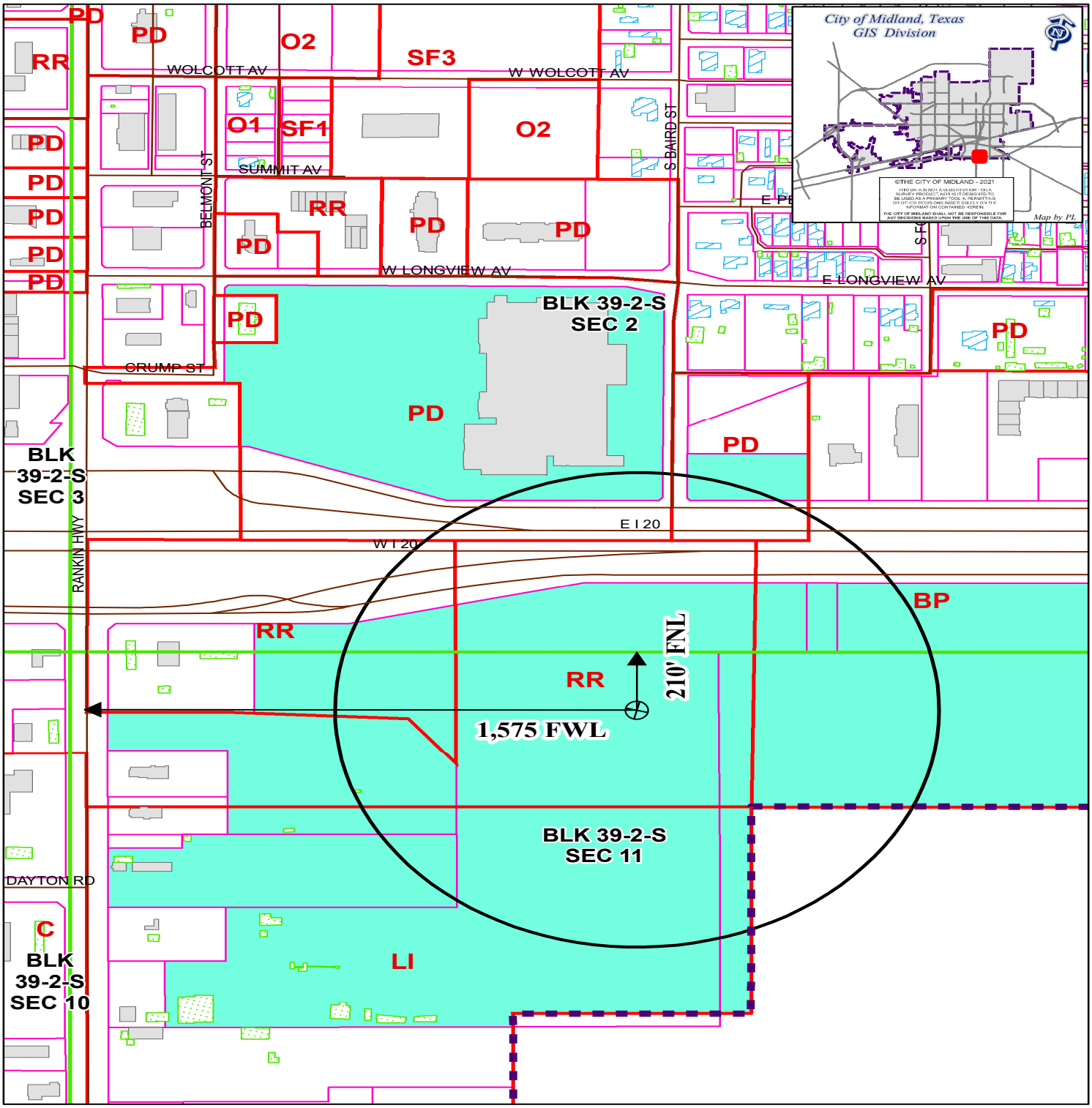
STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
JUNE 11, 2021

MUSTANG 125 MIPA UNIT H125WA	REVISION:	
	INT	DATE
DATE: 07/08/2021		
FILE: CD_MUSTANG_125WA		
DRAWN BY: PAC		
SHEET : 1 OF 2		

NOTES:
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PACKET 18.61 November 16, 2021



LOCATION AND ZONING MAP

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Mustang 125 MIPA Unit #H125WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
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ZONING	ACCESSORY BLDGS	SURVEY SEC.

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PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
RE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RR, SF1, SF2, 1F3	ONE-FAMILY DWELLING	GR	GENERAL RETAIL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
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MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mustang 130 MIPA Unit #H130LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 170' FNL & 1,697' FWL, Section 11
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M: **No city roads will be used**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

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ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SEAL

SCALE: 1" = 300'

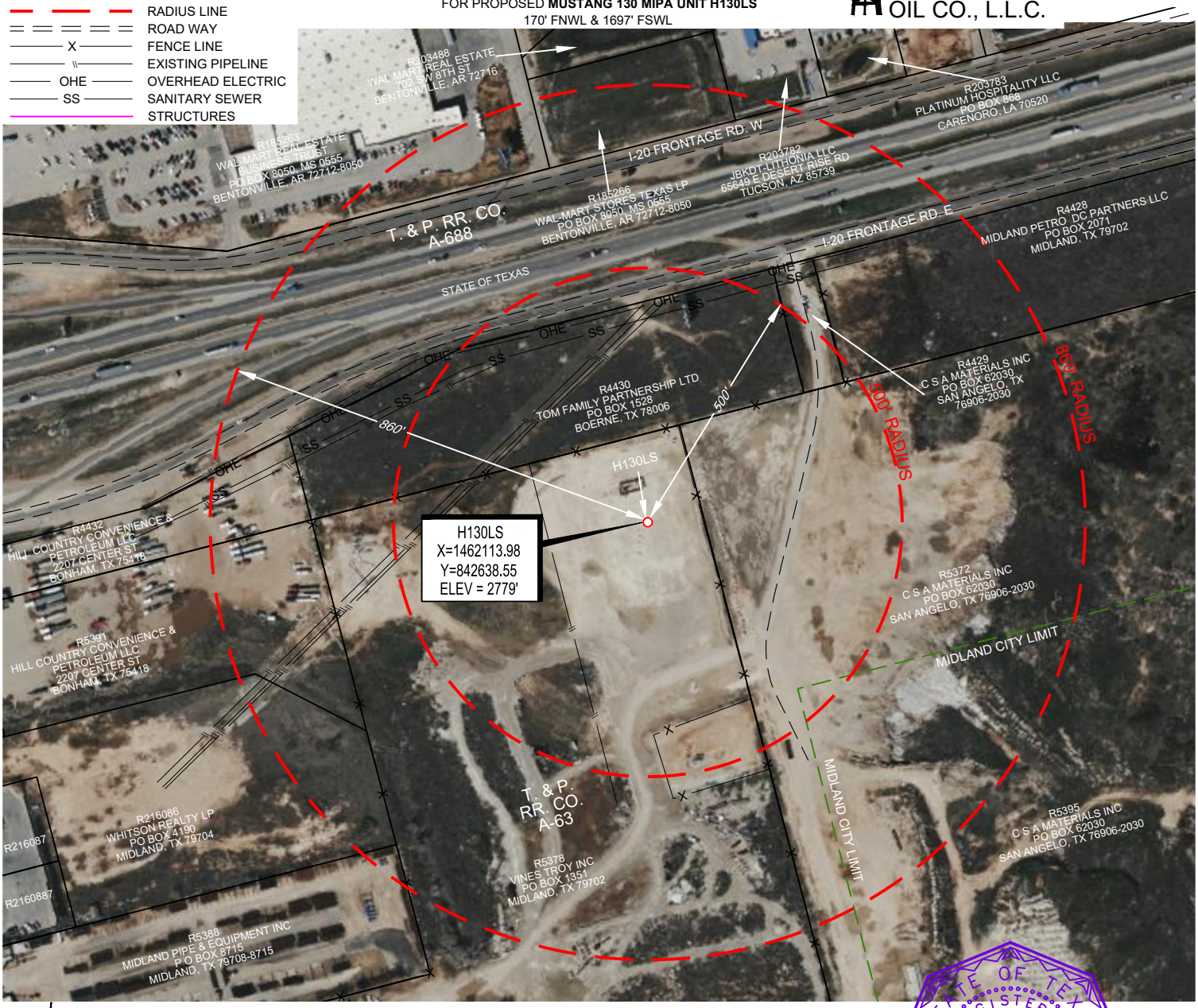
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LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- X — FENCE LINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- SS — SANITARY SEWER
- STRUCTURES

SECTION 11, BLOCK 39, T-2-S
T. & P. RR. CO. SURVEY, A-63
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 130 MIPA UNIT H130LS**
170' FNWL & 1697' FSWL

PERMIAN DEEP ROCK OIL CO., L.L.C.



N

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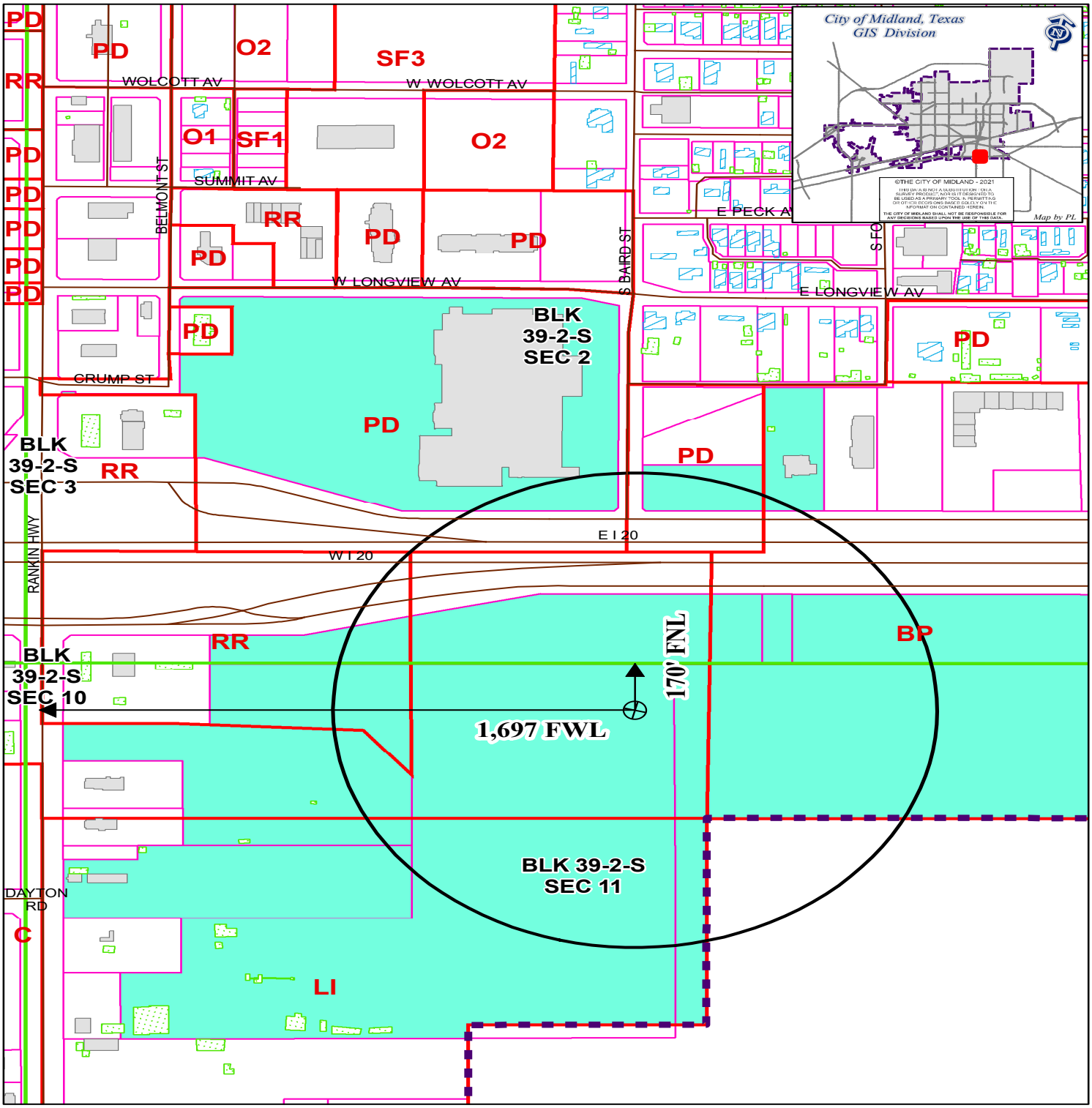
STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
JUNE 11, 2021

MUSTANG 130 MIPA UNIT H130LS	REVISION:	
	INT	DATE
DATE: 07/09/2021		
FILE: CD_MUSTANG_130LS		
DRAWN BY: PAC		
SHEET : 1 OF 2		

NOTES:
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3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
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5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

PACKET 18.67 November 16, 2021



LOCATION AND ZONING MAP

Oil - 036972 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 170' FNL and 1,697' FWL, Section 11, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,697 feet east of Rankin Highway and 535 feet south of I-20.

Mustang 130 MIPA Unit #H130LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
SE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	CR	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/02/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. / Rep. Fax
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is**

Current Tax Roll from Midland Central Appraisal District), **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Mustang 130 MIPA Unit #H130WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 185' FNL & 1,575' FWL, Section 11
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

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ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling: None**

(2) **Operations: Oncor**

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

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V. Additional Required Exhibits

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Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

[SEAL]

SCALE: 1" = 300'

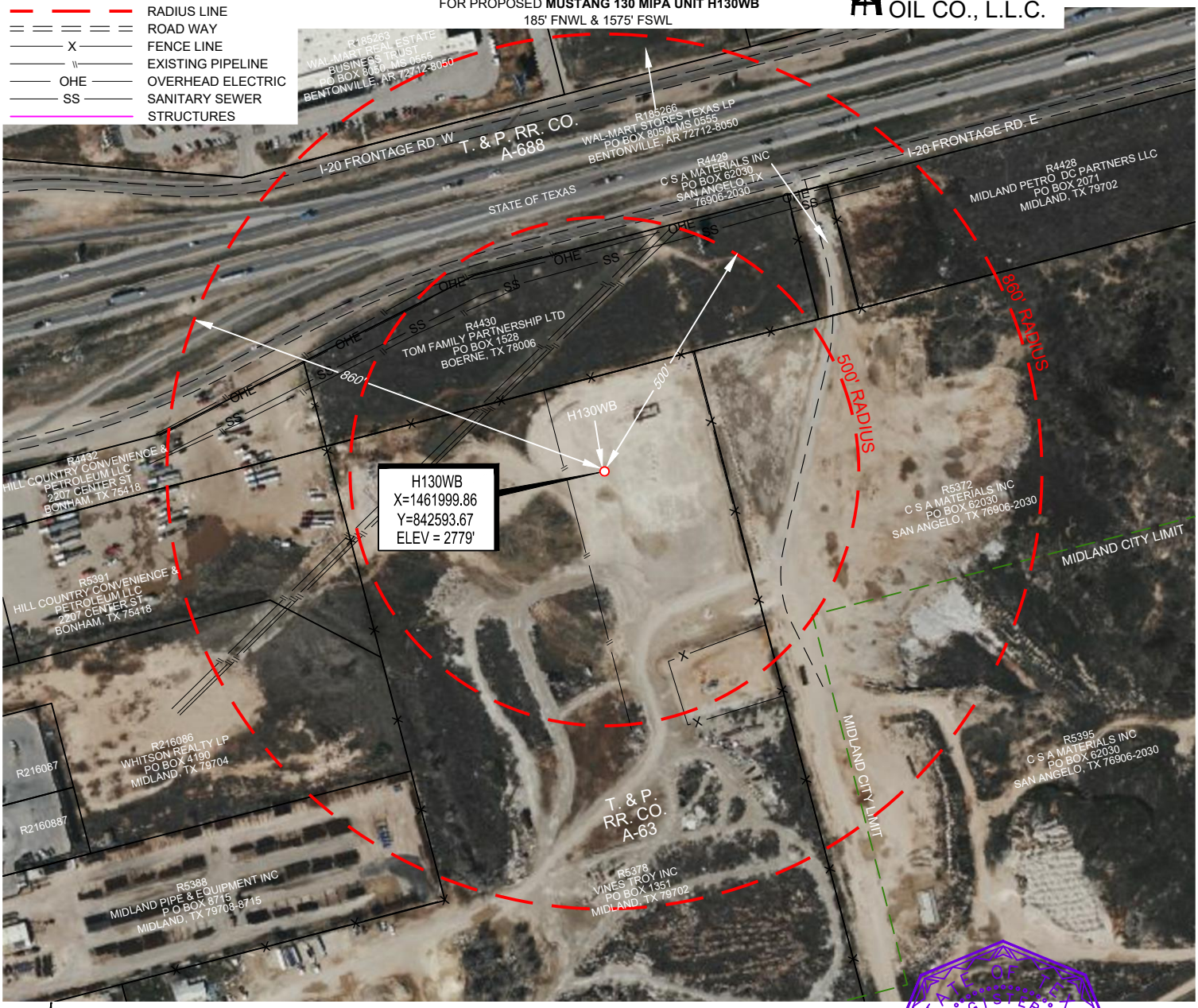
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LEGEND

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185' FNWL & 1575' FSWL

PERMIAN DEEP ROCK OIL CO., L.L.C.



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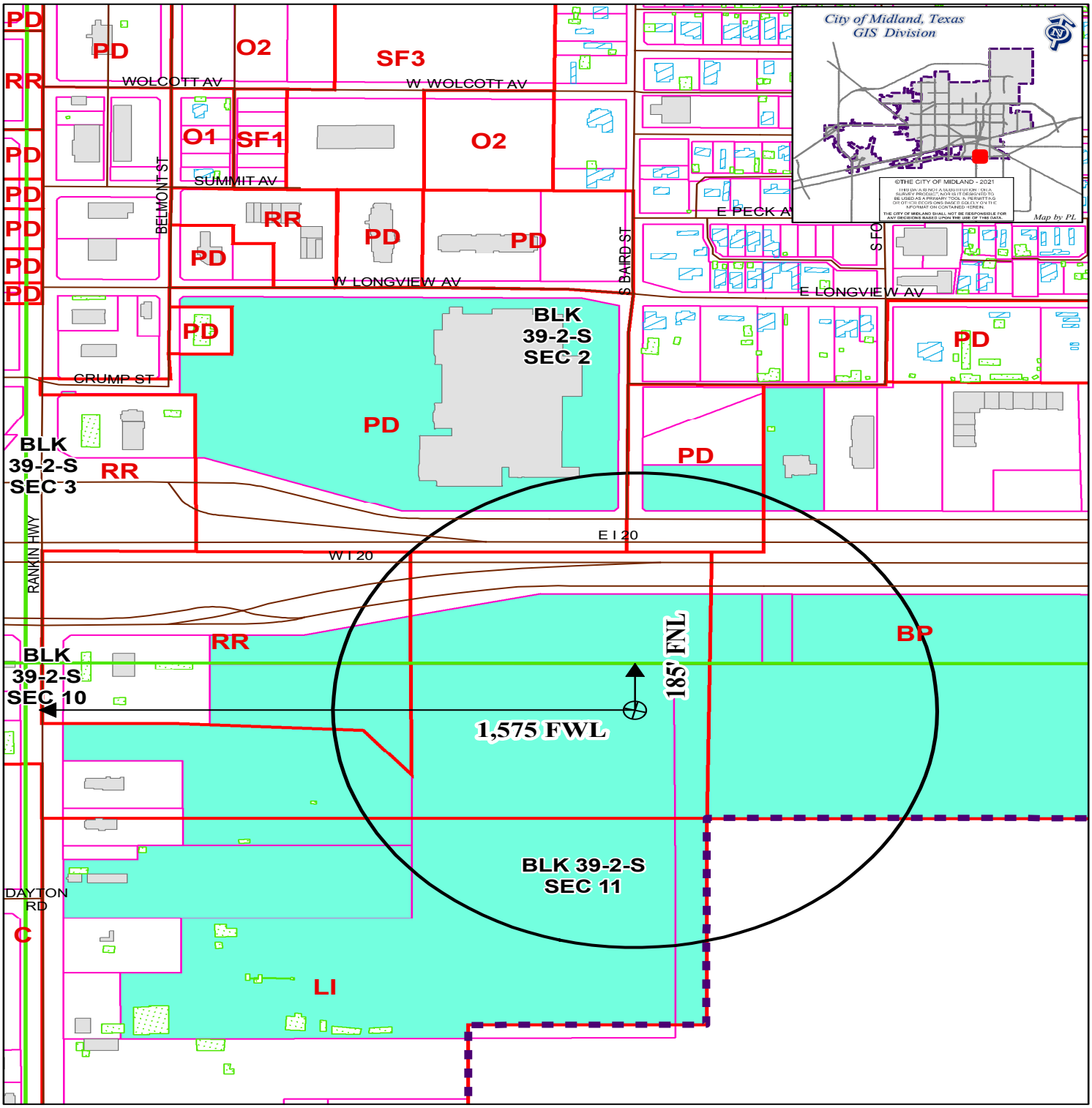
STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
JUNE 11, 2021

MUSTANG 130 MIPA UNIT H130WB	REVISION:	
	INT	DATE
DATE: 07/08/2021		
FILE: CD_MUSTANG_130WB		
DRAWN BY: PAC		
SHEET : 1 OF 2		

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PACKET 18.73 November 16, 2021



LOCATION AND ZONING MAP

Oil - 036973 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 185' FNL and 1,575' FWL, Section 11, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,575 feet east of Rankin Highway and 550 feet south of I-20.

Mustang 130 MIPA Unit #H130WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
SE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/02/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. / Rep. Fax
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

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IV. Well & Operations Information

Proposed Well Name: Mustang 135 MIPA Unit #H135WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 145' FNL & 1,697' FWL, Section 11
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Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SEAL

SCALE: 1" = 300'

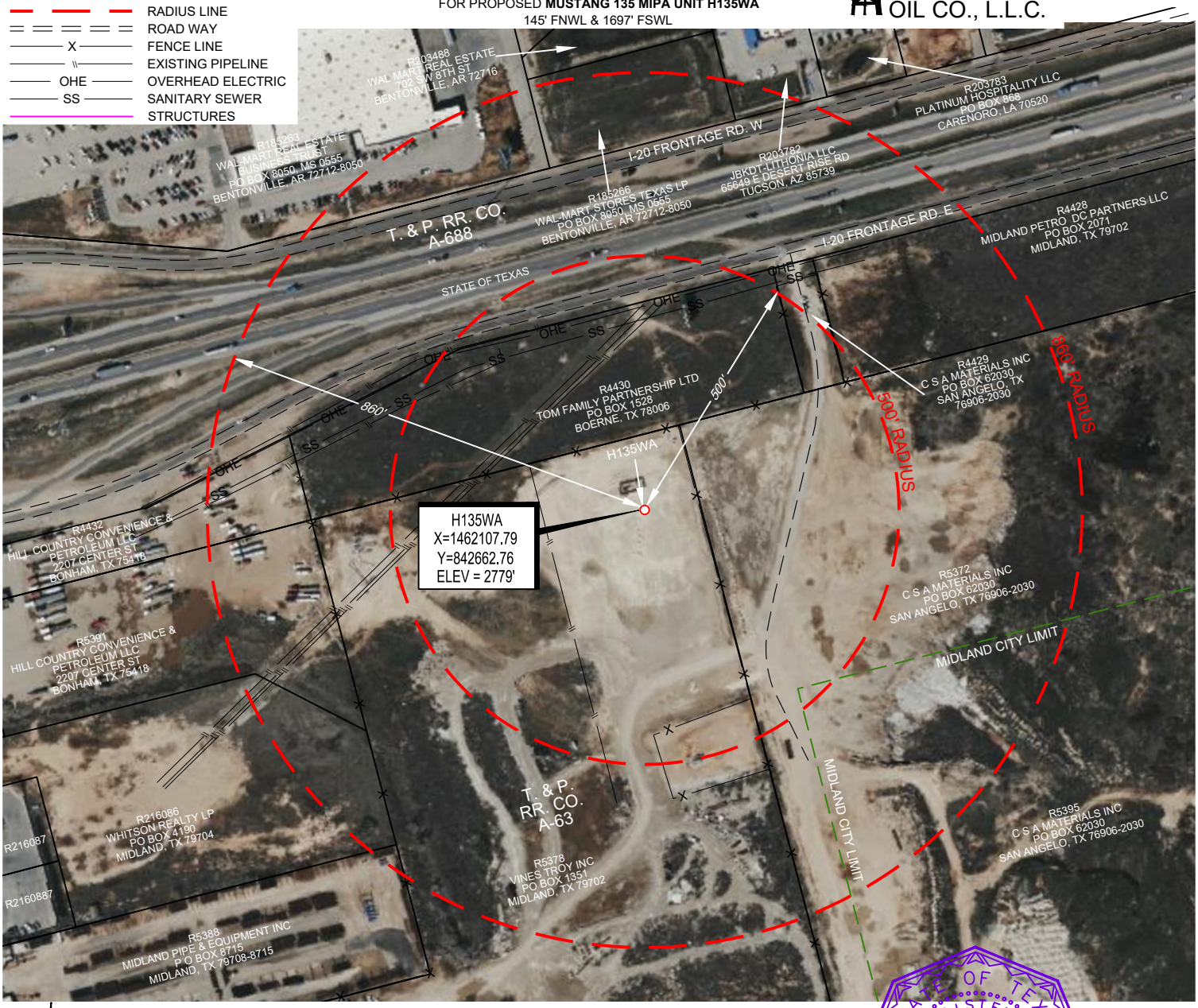
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LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- X FENCE LINE
- EXISTING PIPELINE
- OHE OVERHEAD ELECTRIC
- SS SANITARY SEWER
- STRUCTURES

SECTION 11, BLOCK 39, T-2-S
T. & P. RR. CO. SURVEY, A-63
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
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FOR PROPOSED **MUSTANG 135 MIPA UNIT H135WA**
145' FNWL & 1697' FSWL

PERMIAN DEEP ROCK OIL CO., L.L.C.



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STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

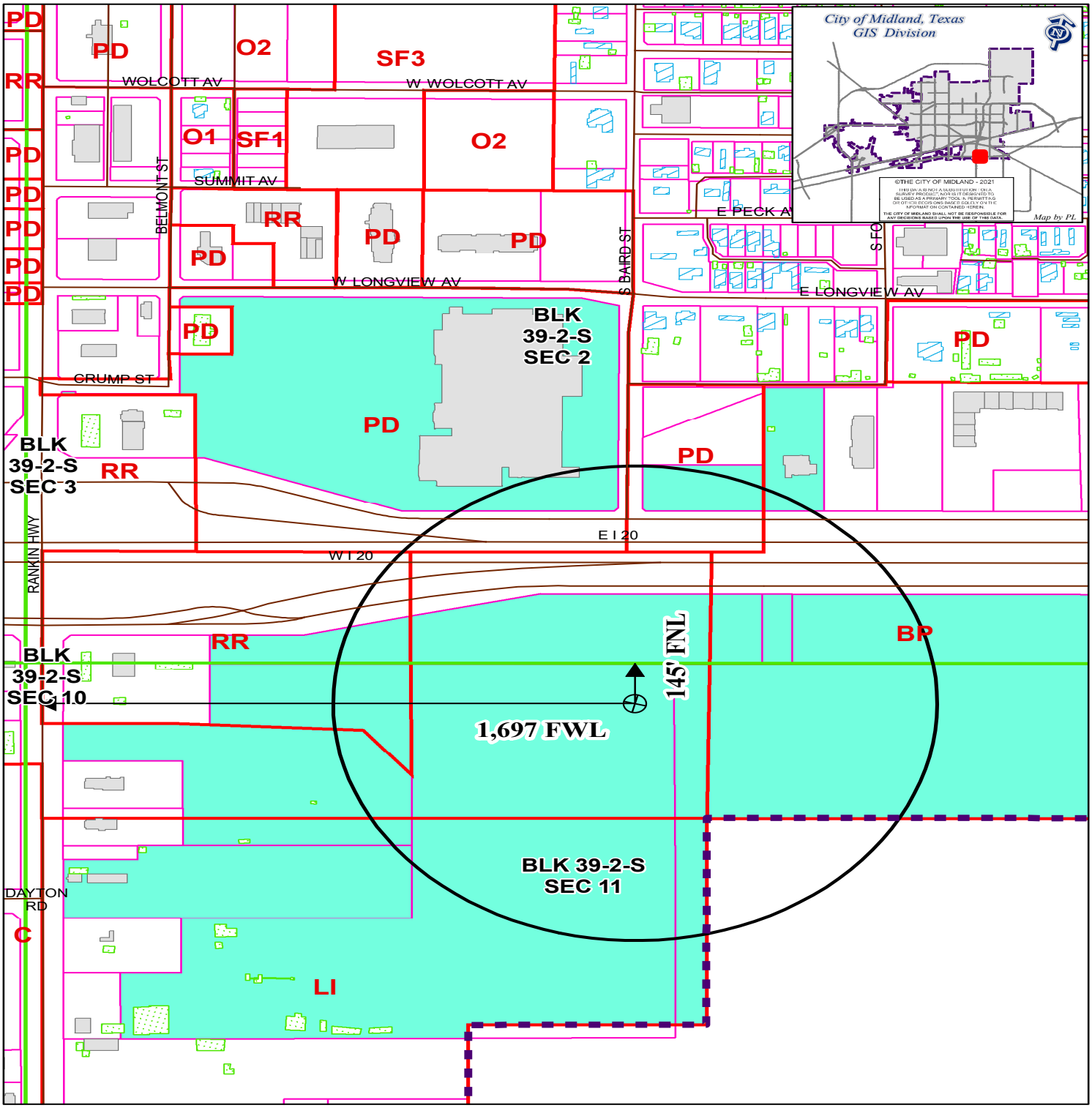
Jeffrey N. Lueders, R.P.L.S. No. 6512
JUNE 11, 2021

MUSTANG 135 MIPA UNIT H135WA	REVISION:	
	INT	DATE
DATE: 07/09/2021		
FILE: CD_MUSTANG_135WA		
DRAWN BY: PAC		
SHEET : 1 OF 2		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
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PACKET 18.79 November 16, 2021

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LOCATION AND ZONING MAP

Oil - 036974 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 145' FNL and 1,697' FWL, Section 11, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,697 feet east of Rankin Highway and 510 feet south of I-20.

Mustang 135 MIPA Unit #H135WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	CR	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/02/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is**

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

ATTACHED AS EXHIBIT E is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Mustang 140 MIPA Unit #H140WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 160' FNL & 1,575' FWL, Section 11
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M: No city roads will be used

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling: None**

(2) **Operations: Oncor**

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023
[SEAL]

SCALE: 1" = 300'

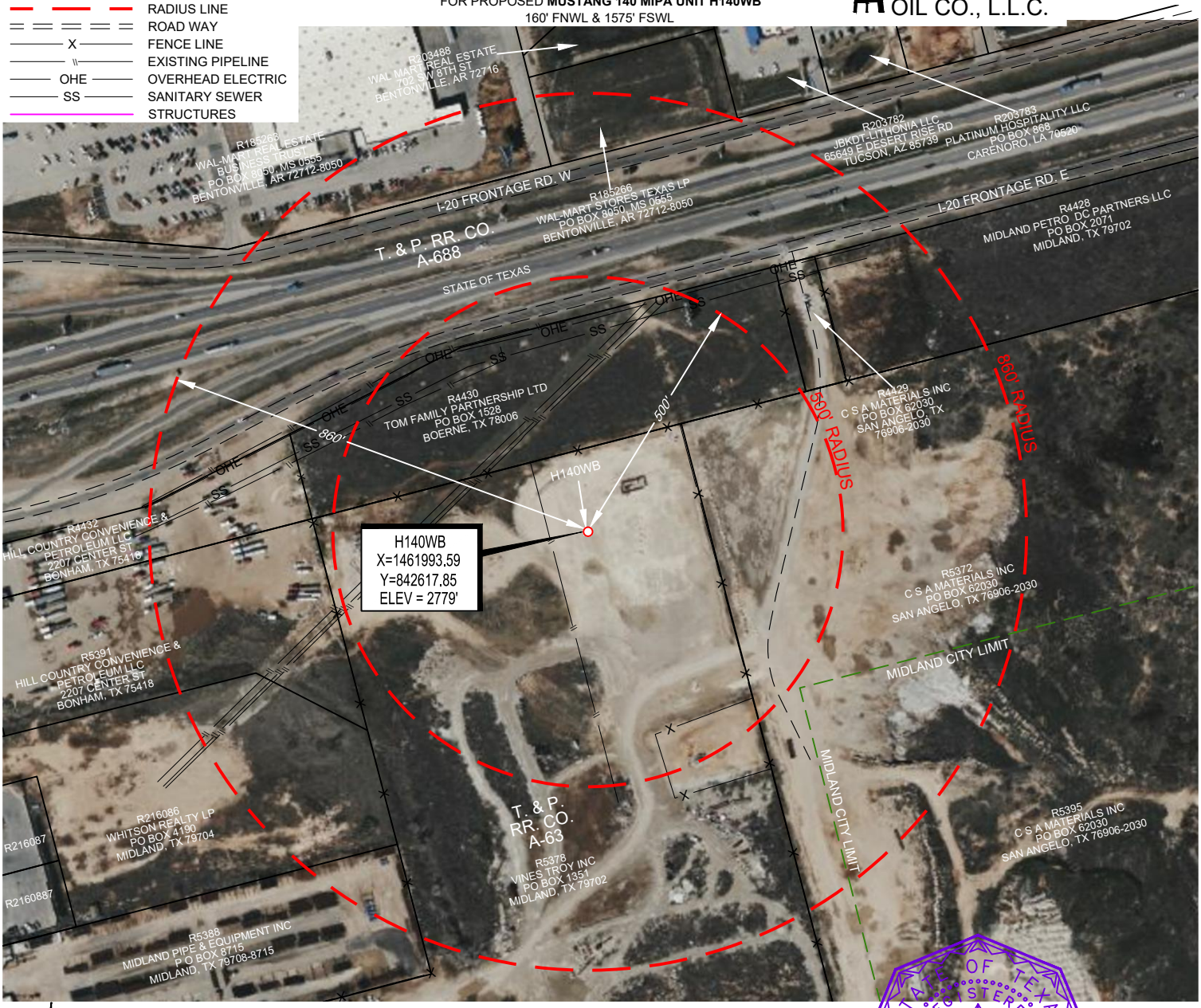
0' 150' 300'

LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- FENCE LINE
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- SANITARY SEWER
- STRUCTURES

SECTION 11, BLOCK 39, T-2-S
T. & P. RR. CO. SURVEY, A-63
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 140 MIPA UNIT H140WB**
160' FNWL & 1575' FSWL

PERMIAN DEEP ROCK OIL CO., L.L.C.



N

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
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STATE OF TEXAS
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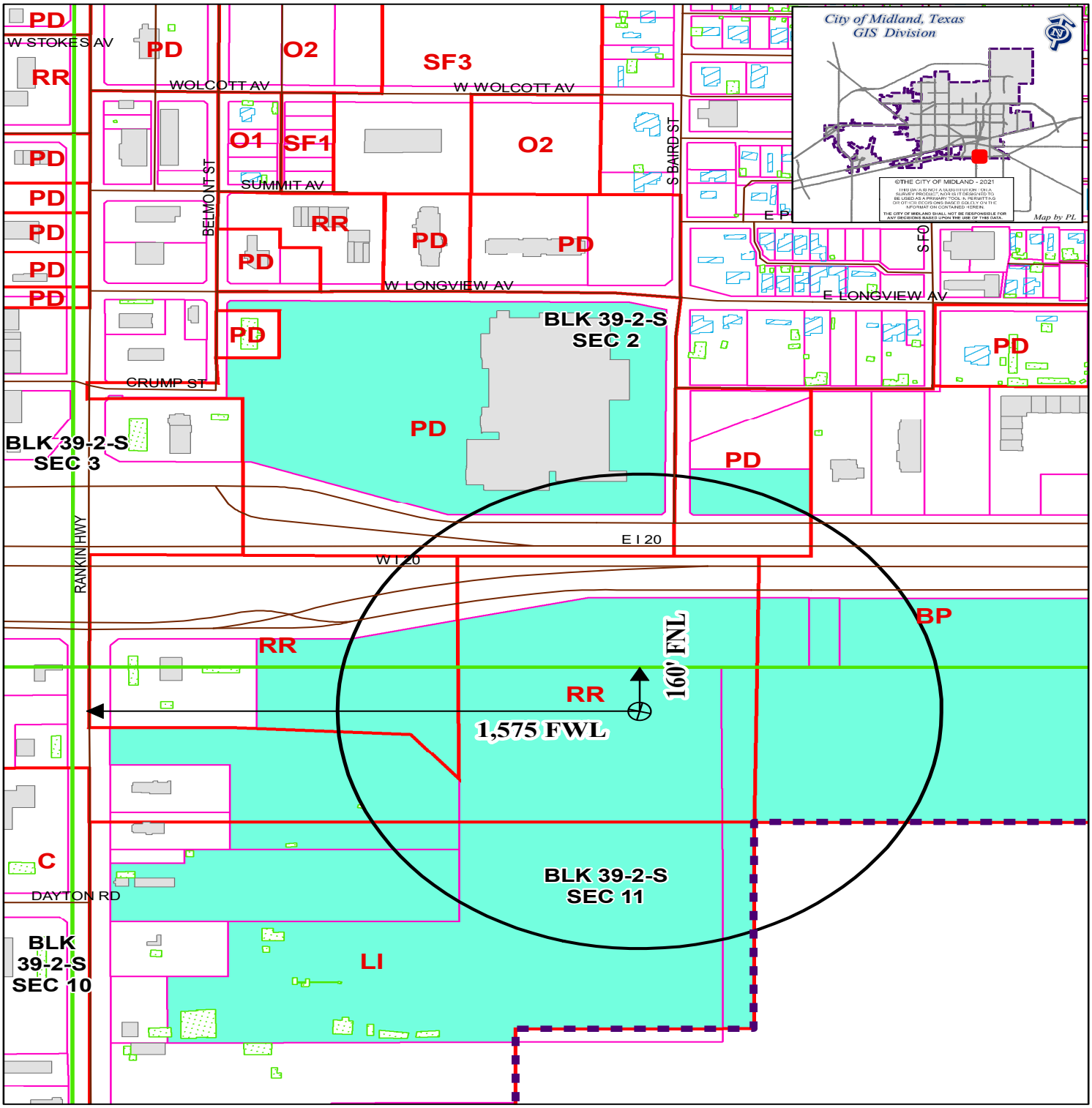
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JUNE 11, 2021

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18.85 November 16, 2021

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LOCATION AND ZONING MAP

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Generally located 1,575 feet east of Rankin Highway and 525 feet south of I-20.

Mustang 140 MIPA Unit #H140WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
SE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	RR1, RR2, RR3	LOW INTENSITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 115 MIPA Unit #H115LS oil and gas well shall be 260 feet from the north line and 1,575 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

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The location of Operator's Mustang 120 MIPA Unit #H120WB oil and gas well shall be 195 feet from the north line and 1,697 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 130 MIPA Unit #H130LS oil and gas well shall be 170 feet from the north line and 1,697 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 125 MIPA Unit #H125WA oil and gas well shall be 210 feet from the north line and 1,575 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 130 MIPA Unit #H130WB oil and gas well shall be 185 feet from the north line and 1,575 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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The location of Operator's Mustang 135 MIPA Unit #H135WA oil and gas well shall be 145 feet from the north line and 1,697 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated August 2, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 140 MIPA Unit #H140WB oil and gas well shall be 160 feet from the north line and 1,575 feet from the west line, Section 11, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

City Council Meeting

Item Number: 19

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL SEVEN OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 205 FEET SOUTH OF WEST INTERSTATE 20 SERVICE ROAD AND BETWEEN 873 FEET AND 994 FEET EAST OF SOUTH COUNTY ROAD 1220 EXTENSION) (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the issuance of permits 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 #252; and Interstate 5-32 Unit 2 #261; said wells being generally located 205 feet south of West I-20 Service Road and between 873 feet and 994 feet east of South County Road 1220 extension. The required 30-day public comment has passed, and the Council may consider this request. One notices of objection received for each well from same residence.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed these well sites in detail and recommends approval with the attention to lighting be directed and update of Exhibit I. Will be using a closed

loop system instead of reserve pits. A sound study has been completed and a 900’ long and 24’ high sound wall will be used during drilling and completions operation. Additionally, Endeavor has offered an industry standard per diem to the affected homeowners for alternative accommodations during drilling and completion operations. Endeavor has a has a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Endeavor Energy Resources is requesting the following variances:

1. Requesting a variance to have a perimeter fence around the well pad instead of individual wellheads.
2. Requesting a variance to the hours of operation for fracture stimulations and to allow for fracing and completions operations to occur during a 24-hour period.
3. Requesting a variance to the landscaping and irrigation due to wells will be placed on undeveloped land that does not currently have access to City Water.
4. Requesting a variance to remove drill cuttings from the surface location to be transported off site and processed in accordance with Railroad Commission regulations.

Attachments: Applications, Location map, Exhibit - Drill site map 500’, Drill site map 860’, Exhibit – Flow Line Location/Sound wall.

Robert Patrick

City Manager’s Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL SEVEN OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 205 FEET SOUTH OF WEST INTERSTATE 20 SERVICE ROAD AND BETWEEN 873 FEET AND 994 FEET EAST OF SOUTH COUNTY ROAD 1220 EXTENSION)

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on September 28, 2021; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill 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 #252; and Interstate 5-32 Unit 2 #261;

located in Section 8, Block 39, T-2-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "G" and incorporated herein for all legal purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 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:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #153 oil and gas well shall be 167 feet from the north line and 1,851 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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The location of Operator's Interstate 5-32 Unit 2 #154 oil and gas well shall be 167 feet from the north line and 1,891 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #162 oil and gas well shall be 167 feet from the north line and 1,811 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #163 oil and gas well shall be 167 feet from the north line and 1,831 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #172 oil and gas well shall be 167 feet from the north line and 1,770 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #252 oil and gas well shall be 167 feet from the north line and 1,871 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #261 oil and gas well shall be 167 feet from the north line and 1,791 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date July 29, 2021	**Operator Name (must match W-1)** Endeavor Energy Resources, L.P.	**Operator Address** 110 N. Marienfeld, Suite 200 Midland, TX 79701
Representative Name	**Representative Address (within Midland City Limits)**	**Rep. Tele.** (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	**Rep. Fax** (432)-682-3088
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1): Option B

Option B: Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Ryan Burrow, Production Foreman for Endeavor Energy Resources, L.P.: Cell: 432-813-3060
Endeavor Energy Resources, L.P. -**24-Hour Emergency Hotline- 432-570-0186**
Midland Police Department: 911 or 432-685-7110
Midland Fire Department: 911
Ambulance: 911
Paramedics: 911

Other Permitted Wells in City ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): ***ATTACHED AS EXHIBIT C***

ATTACHED AS EXHIBIT C –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location): Open Pasture, Commercial and Residential

ATTACHED AS EXHIBIT D **are the most** ***Current Tax Cards from Midland Central Appraisal District,*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E is a *(map/plat/satellite/aerial photo)* depicting all residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Interstate 5-32 Unit 2 #153

ATTACHED AS EXHIBIT G is Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:

Legal Description of Proposed Well Site:

Surface Hole Location: 167' FNL 1851' FWL, Section 8, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Plat and Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K is the location agreement letter with current Surface Owner. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $75,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the written Concept Plan and Site Plan. [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** Electricity Oncor: 1-888-313-6862

(2) **Operations:** Electricity Oncor: 1-888-313-6862

Description of water source to be used during Drilling: Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

Description of all electric lines to production facilities (reference exhibits as necessary)
ATTACHED AS EXHIBIT G. [See § L(10)]

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)
ATTACHED AS EXHIBIT O. [See § J(35)]

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

ATTACHED AS EXHIBIT V is Applicant's Summary List of Variances

ATTACHED AS EXHIBIT W is Acoustic Impact Study and Noise Mitigation Plan

CERTIFICATION OF APPLICATION

I, **Alex Bedford**, Reservoir Engineer for Endeavor Energy Resources, L.P., hereby certify that the information contained in this application is true and correct.

Alex Bedford

Reservoir Engineer

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

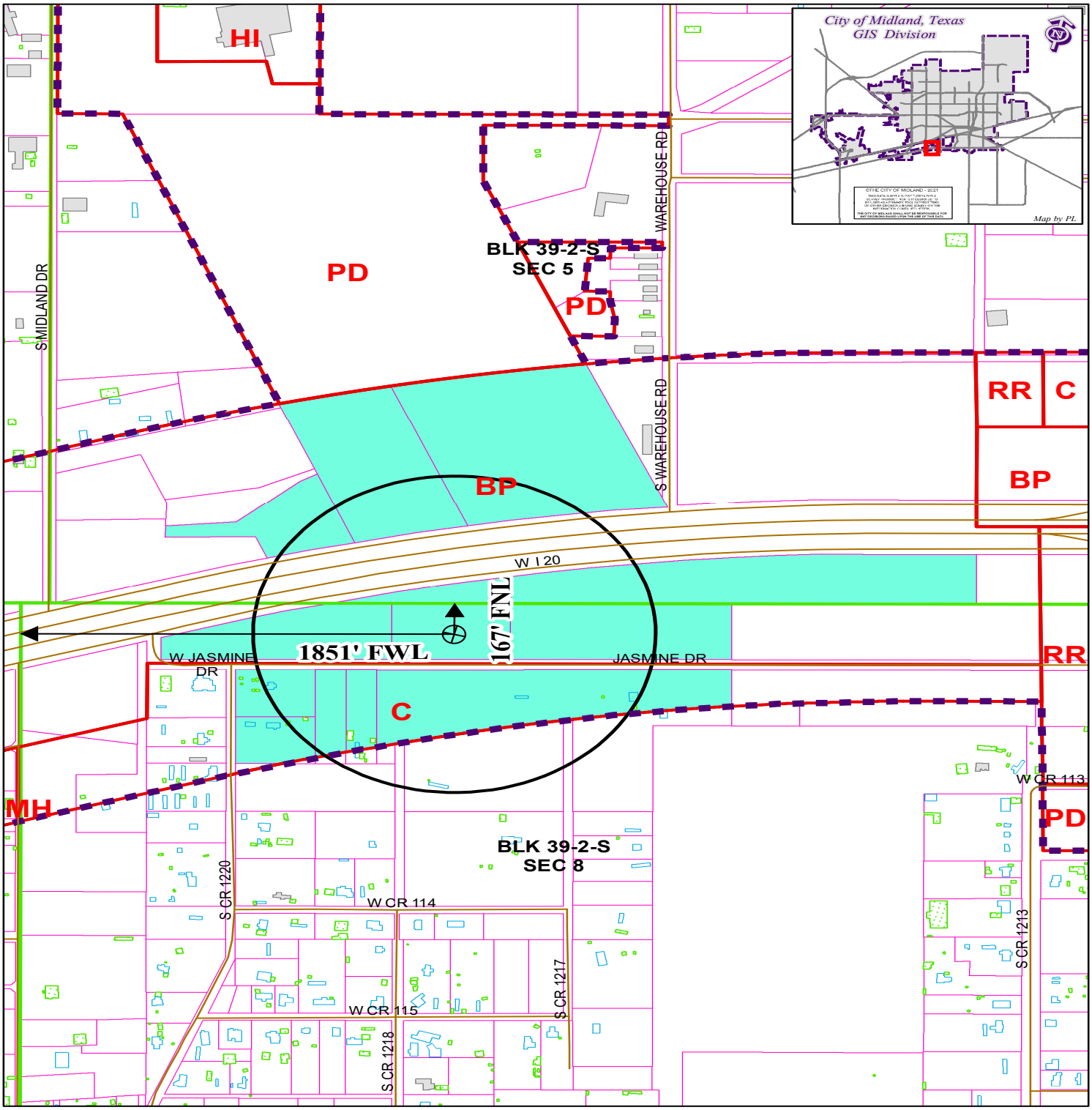
This instrument was acknowledged before me on the 27th day of July 2021, by Alex Bedford, Reservoir Engineer, ENDEAVOR ENERGY RESOURCES, L.P., a Texas limited partnership.

BARBARA TEAGUE
Notary Public, State of Texas
Notary ID 879241-6
My Commission Exp. 07-02-2024

Notary Public

Notary's Name (printed): BARBARA TEAGUE

My Commission Expires: 7-2-2024



LOCATION AND ZONING MAP

Oil - 036957 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 167' FNL and 1,851' FWL, Section 8, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 205 feet south of West I-20 Service Road and 954 feet east of South County Road 1220 extension.

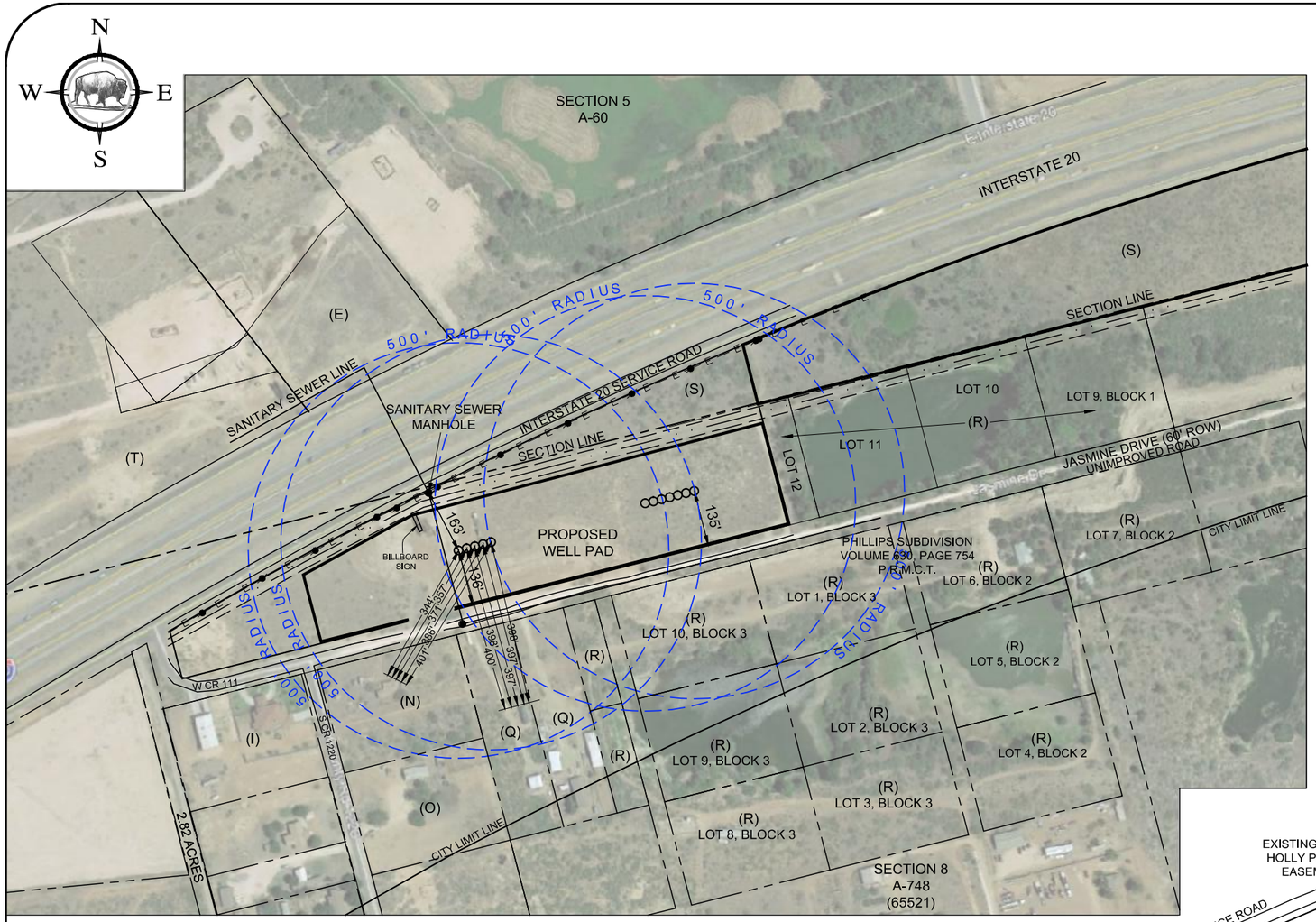
Interstate 5-32 Unit 2 #153

LEGEND

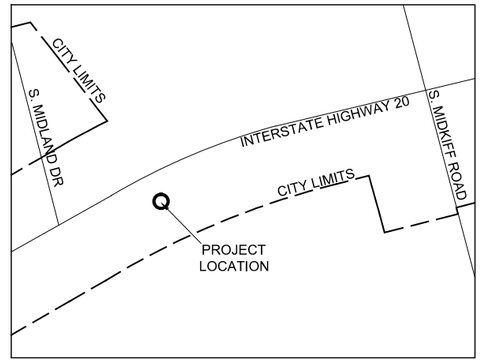
CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



SITE PLAN
1" = 300'



VICINITY MAP
NOT TO SCALE

OWNERSHIP STRUCTURES WITHIN 500' RADIUS OF WELL HEADS
(N) CALLED LOT 10, BLOCK 5 CORPORATE PLACEMENT SOLUTIONS CORP DOC. NO. 2021-2835 D.R.M.C.T.
(Q) CALLED LOT 2, BLOCK 1 LAN R. POWERS

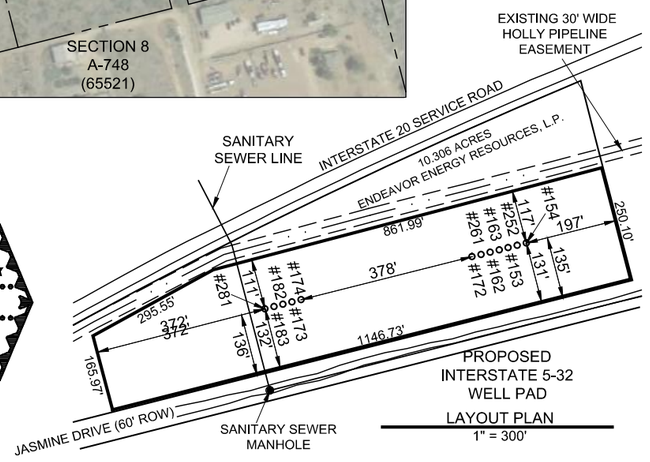
COORDINATES		
COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83		
INTERSTATE 5-32 #281 (SHL) NORTHING: 10681102.3 EASTING: 1742654.4	CENTER OF INTERSTATE 5-32 WELL PAD NORTHING: 10681143.0 EASTING: 1742852.4	INTERSTATE 5-32 #154 (SHL) NORTHING: 10681245.1 EASTING: 1743214.9

SCALE: 1" = 300'

300 150 0 300 600

GRAPHIC SCALE

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR



LAYOUT PLAN
1" = 300'

DRIVING DIRECTIONS:

FROM THE INTERSECTION OF INTERSTATE 20 AND WEST LOOP 250 IN MIDLAND TRAVEL (EAST) ON THE SOUTH I-20 ACCESS ROAD FOR 1.64 MILES TO SITE ON RIGHT (SOUTH) AT APPROXIMATELY 200 FEET.

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PHONE: (903) 873 - 3600

SITE PLAN

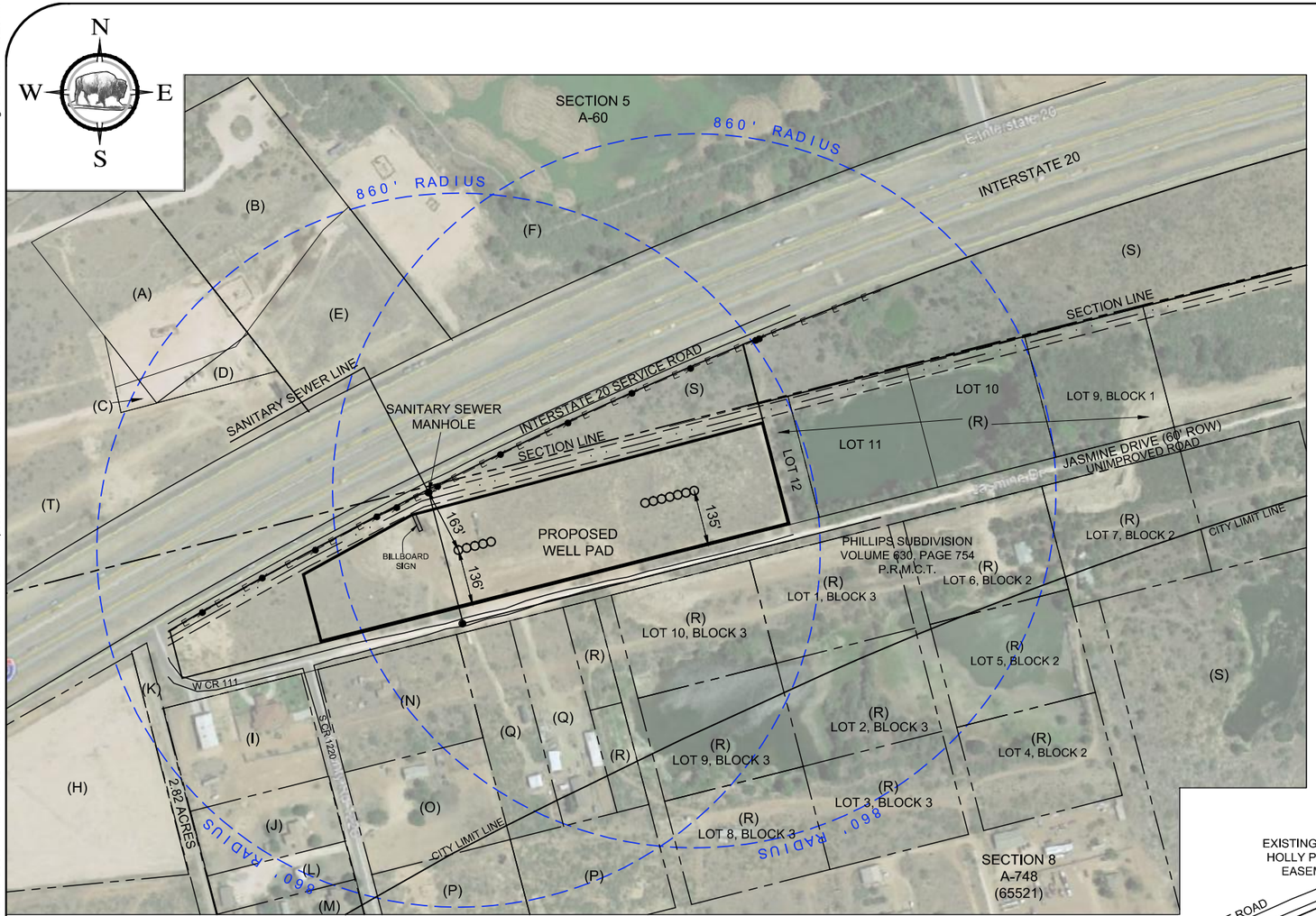
ENDEAVOR ENERGY RESOURCES, L.P.
(INTERSTATE 5-32)
PROPOSED WELL PAD
SITUATED IN THE
CITY OF MIDLAND, SECTION 8, BLOCK 39, T-2-S, T & P RR CO.
SURVEY, ABSTRACT NO. 748, MIDLAND COUNTY, TEXAS.

BISON CREEK LAND SERVICES, LLC 24443 I-20. BLDG. 9. WILLS POINT,TEXAS 75169

REVISED 7-13-21 MOVED WELLS 16' NORTH. REVISED 5-13-21 UPDATED WELLS AND RADIUS CIRCLES.	
SCALE: 1"= 300'	DATE: 02/24/21
DRAWN BY: CR	
APPROVED: JPK	
FIELD CREW: DC	
PROJECT NO. 16-02490- INTERSTATE 5-32 WELL PAD	

SHEET
1
OF 1

PACKET
19.39
November 16, 2021



(A) "TRACT FOUR (4)" CALLED 2.95 ACRES I-20 WILDLIFE PRESERVE AND JENNA WELCH NATURE STUDY CENTER, INC. VOLUME 2009, PAGE 7907 D.R.M.C.T.	(J) CALLED 2.00 ACRES MARTIN S. DOMINGUEZ DOC. NO. 2014-19619 D.R.M.C.T.
(B) "TRACT ONE (1)" CALLED 6.51 ACRES THE CITY OF MIDLAND, TEXAS, A TEXAS HOME RULE MUNICIPAL CORPORATION VOLUME 2011, PAGE 12022 D.R.M.C.T.	(K) CALLED 2.82 ACRES JAMES T. PERRY INSTRUMENT NO. 2018-18653 D.R.M.C.T.
(C) "TRACT FIVE (5)" CALLED 0.19 ACRES I-20 WILDLIFE PRESERVE AND JENNA WELCH NATURE STUDY CENTER, INC. VOLUME 2009, PAGE 7907 D.R.M.C.T.	(L) SOUTH 95' OF 2 ACRES SILVIA S. OLIVAS DOC. NO. 2010-18200 D.R.M.C.T.
(D) "TRACT SIX (6)" CALLED .36 ACRES I-20 WILDLIFE PRESERVE AND JENNA WELCH NATURE STUDY CENTER, INC. VOLUME 2009, PAGE 7907 D.R.M.C.T.	(M) CALLED 1.00 ACRES MARIO AGUIRRE VOLUME 2944, PAGE 477 D.R.M.C.T.
(E) "TRACT TWO (2)" CALLED 3.485 ACRES THE CITY OF MIDLAND, TEXAS, A TEXAS HOME RULE MUNICIPAL CORPORATION VOLUME 2011, PAGE 12022 D.R.M.C.T.	(N) CALLED LOT 10, BLOCK 5 CORPORATE PLACEMENT SOLUTIONS CORP DOC. NO. 2021-2835 D.R.M.C.T.
(F) CALLED 84.01 ACRES THE CITY OF MIDLAND VOLUME 2011, PAGE 2021 D.R.M.C.T.	(O) CALLED LOT 9, BLOCK 5 JESUS V. ZUBIA VOLUME 2383, PAGE 574 D.R.M.C.T.
(H) CALLED 5.00 ACRES CHRIS MCINTOSH VOLUME 2018, PAGE 1862 D.R.M.C.T.	(P) CALLED 2.00 ACRES AUTRY C. STEPHENS VOLUME 1391, PAGE 593 D.R.M.C.T.
(I) (REMAINDER) CALLED 4.001 ACRES MARTIN SILVA DOMINGUEZ VOLUME 2884, PAGE 803 D.R.M.C.T.	(Q) CALLED LOT 2, BLOCK 1 LAN R. POWERS
	(R) TRES LAGOS, LLC DOC.NO. 2021-6509 D.R.M.C.T.
	(S) ENDEAVOR ENERGY RESOURCES, L.P.
	(T) CALLED 20.64 ACRES DAVID HOFF AND WIFE, RUTH HOFF VOLUME 912, PAGE 680 D.R.M.C.T.

SITE PLAN
1" = 300'

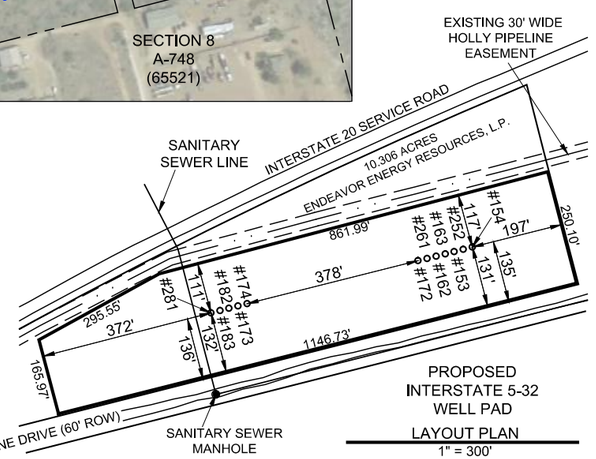
COORDINATES		
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SCALE: 1" = 300'

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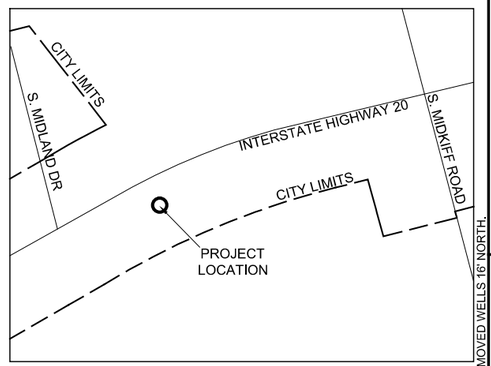
GRAPHIC SCALE

STATE OF TEXAS REGISTERED JAMES P. KEENE 5100 PROFESSIONAL LAND SURVEYOR



PROPOSED
INTERSTATE 5-32
WELL PAD

LAYOUT PLAN
1" = 300'



VICINITY MAP
NOT TO SCALE

DRIVING DIRECTIONS:

FROM THE INTERSECTION OF INTERSTATE 20 AND WEST LOOP 250 IN MIDLAND TRAVEL (EAST) ON THE SOUTH I-20 ACCESS ROAD FOR 1.64 MILES TO SITE ON RIGHT (SOUTH) AT APPROXIMATELY 200 FEET.

BISON CREEK LAND SERVICES LLC

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FIRM LICENSE NO. 10193880
PHONE: (903) 873 - 3600

SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
(INTERSTATE 5-32)
PROPOSED WELL PAD
SITUATED IN THE
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BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169

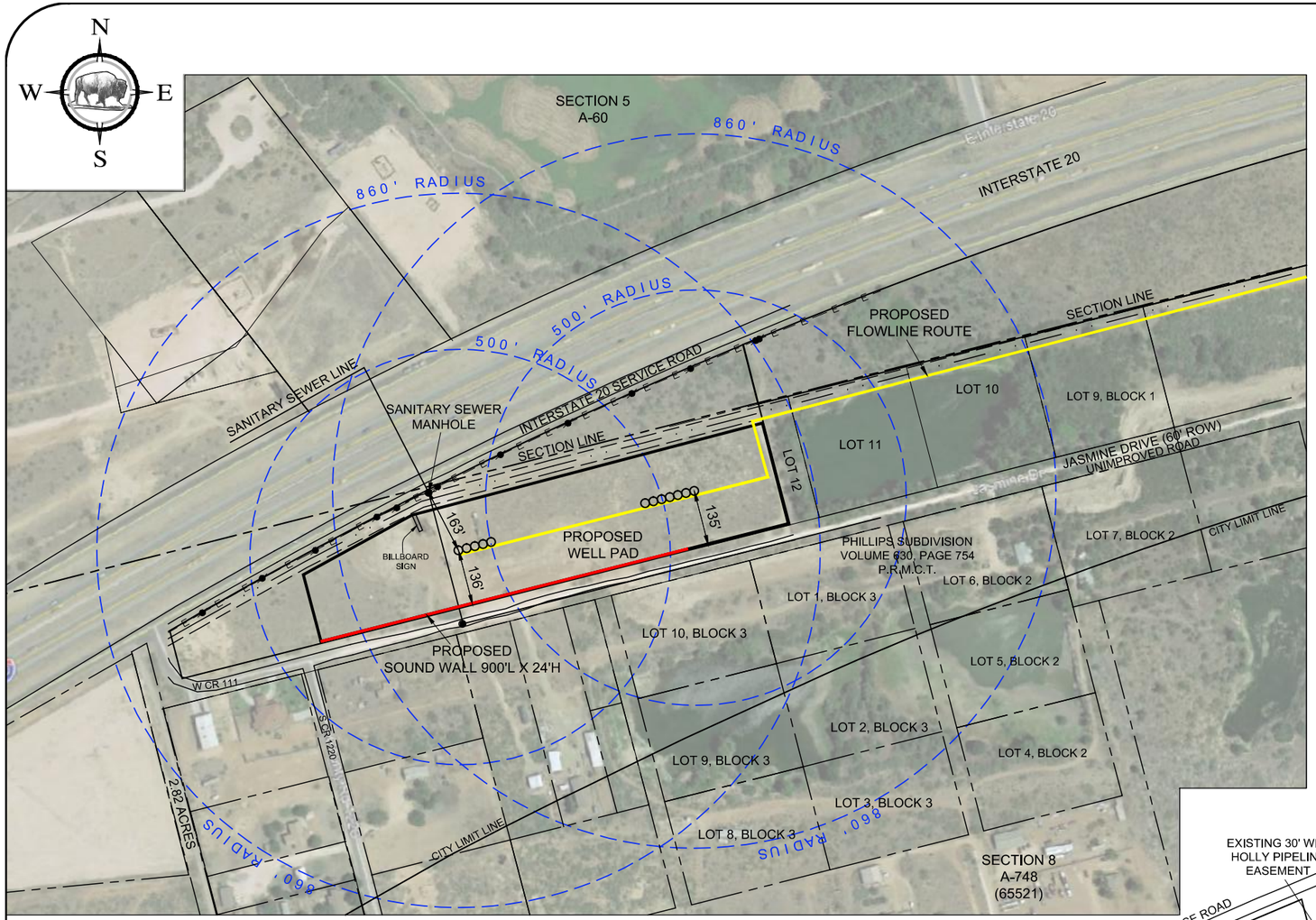
REVISED 7-13-21 MOVED WELLS 16' NORTH.
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SCALE: 1"= 300'	DATE: 02/24/21
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PROJECT NO. 16-02490-INTERSTATE 5-32 WELL PAD	

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OF 1

Z:\BISON CREEK, LLC\2016\16-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\BLOCK 39 T-2-S INTERSTATE 5-32\Proposed Pads\SITE PLANS\16-02490-PROPOSED WELL PAD SITE PLAN-INTERSTATE 5-32.dwg, 7/20/2021 1:19:28 PM

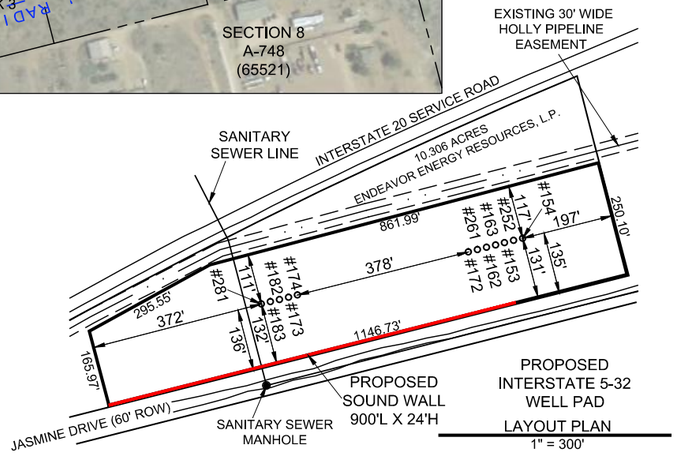
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November 16, 2021



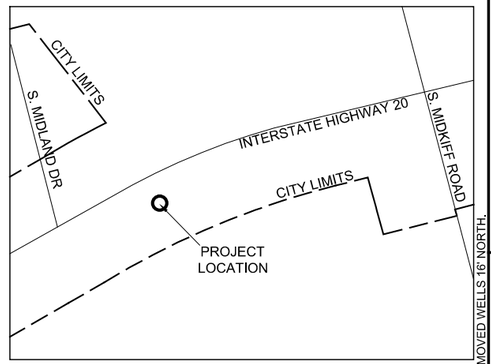
SITE PLAN
1" = 300'

COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83

WELL NAME	NAD 83 GRID: COORDINATE	NAD 83 GRID: GEODETIC
INTERSTATE 5-32 UNIT 2 #154	X:1743214.8 Y:10681245.1	N:31°57'37.809" W:102°07'03.262"
INTERSTATE 5-32 UNIT 2 #252	X:1743195.4 Y:10681240.2	N:31°57'37.758" W:102°07'03.487"
INTERSTATE 5-32 UNIT 2 #153	X:1743176.1 Y:10681235.3	N:31°57'37.706" W:102°07'03.711"
INTERSTATE 5-32 UNIT 2 #163	X:1743156.8 Y:10681230.4	N:31°57'37.654" W:102°07'03.933"
INTERSTATE 5-32 UNIT 2 #162	X:1743137.4 Y:10681225.4	N:31°57'37.602" W:102°07'04.158"
INTERSTATE 5-32 UNIT 2 #261	X:1743117.9 Y:10681220.4	N:31°57'37.549" W:102°07'04.382"
INTERSTATE 5-32 UNIT 2 #172	X:1743098.5 Y:10681215.5	N:31°57'37.498" W:102°07'04.607"
INTERSTATE 5-32 UNIT 2 #174	X:1742732.0 Y:10681122.1	N:31°57'36.515" W:102°07'08.843"
INTERSTATE 5-32 UNIT 2 #173	X:1742712.7 Y:10681117.2	N:31°57'36.464" W:102°07'09.067"
INTERSTATE 5-32 UNIT 2 #182	X:1742693.3 Y:10681112.2	N:31°57'36.411" W:102°07'09.291"
INTERSTATE 5-32 UNIT 2 #183	X:1742674.0 Y:10681107.2	N:31°57'36.359" W:102°07'09.514"
INTERSTATE 5-32 UNIT 2 #281	X:1742654.4 Y:10681102.3	N:31°57'36.307" W:102°07'09.739"



PROPOSED
INTERSTATE 5-32
WELL PAD
LAYOUT PLAN
1" = 300'



VICINITY MAP
NOT TO SCALE

DRIVING DIRECTIONS:

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STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL
LAND SURVEYOR

SCALE: 1" = 300'
300 150 0 300 600
GRAPHIC SCALE

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SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
(INTERSTATE 5-32)
PROPOSED WELL PAD
SITUATED IN THE
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PROJECT NO. 16-02490-INTERSTATE 5-32 WELL PAD	

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT, TEXAS 75169

SHEET
1
OF 1

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date July 29, 2021	**Operator Name (must match W-1)** Endeavor Energy Resources, L.P.	**Operator Address** 110 N. Marienfeld, Suite 200 Midland, TX 79701
Representative Name	**Representative Address (within Midland City Limits)**	**Rep. Tele.** (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	**Rep. Fax** (432)-682-3088
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1): Option B

Option B: Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
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Endeavor Energy Resources, L.P. -**24-Hour Emergency Hotline- 432-570-0186**
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II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): ***ATTACHED AS EXHIBIT C***

ATTACHED AS EXHIBIT C –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location): Open Pasture, Commercial and Residential

ATTACHED AS EXHIBIT D **are the most** ***Current Tax Cards from Midland Central Appraisal District,*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E is a *(map/plat/satellite/aerial photo)* depicting all residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Interstate 5-32 Unit 2 #154

ATTACHED AS EXHIBIT G is Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:

Legal Description of Proposed Well Site:

Surface Hole Location: 167' FNL 1891' FWL, Section 8, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Plat and Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

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ATTACHED AS EXHIBIT M is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $75,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the written Concept Plan and Site Plan. [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** Electricity Oncor: 1-888-313-6862

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Description of all electric lines to production facilities (reference exhibits as necessary)
ATTACHED AS EXHIBIT G. [See § L(10)]

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)
ATTACHED AS EXHIBIT O. [See § J(35)]

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ATTACHED AS EXHIBIT P is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].

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ATTACHED AS EXHIBIT V is Applicant's Summary List of Variances

ATTACHED AS EXHIBIT W is Acoustic Impact Study and Noise Mitigation Plan

CERTIFICATION OF APPLICATION

I, **Alex Bedford**, Reservoir Engineer for Endeavor Energy Resources, L.P., hereby certify that the information contained in this application is true and correct.

Alex Bedford

Reservoir Engineer

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

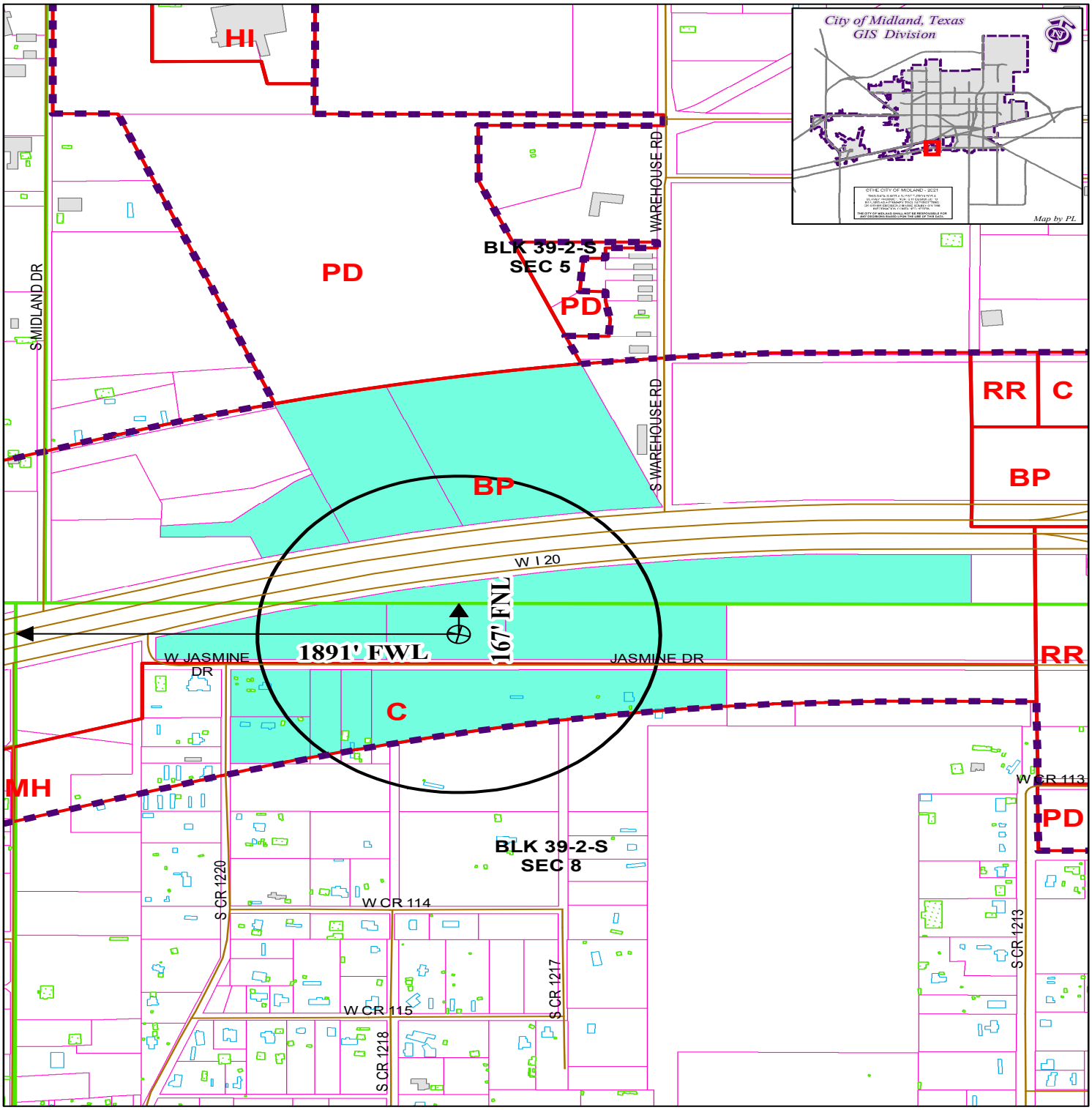
This instrument was acknowledged before me on the 27th day of July 2021, by Alex Bedford, Reservoir Engineer, ENDEAVOR ENERGY RESOURCES, L.P., a Texas limited partnership.

BARBARA TEAGUE
Notary Public, State of Texas
Notary ID 879241-6
My Commission Exp. 07-02-2024

Notary Public

Notary's Name (printed): BARBARA TEAGUE

My Commission Expires: 7-2-2024



LOCATION AND ZONING MAP

Oil - 036954 - 2021 **Scale: 1" = 600'**

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Generally located 205 feet south of West I-20 Service Road and 994 feet east of South County Road 1220 extension.

Interstate 5-32 Unit 2 #154

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	**Rep. Fax** (432)-682-3088
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IV. Well & Operations Information

Proposed Well Name: Interstate 5-32 Unit 2 #162

ATTACHED AS EXHIBIT G is **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**

Legal Description of Proposed Well Site:

Surface Hole Location: 167' FNL 1811' FWL, Section 8, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

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CERTIFICATION OF APPLICATION

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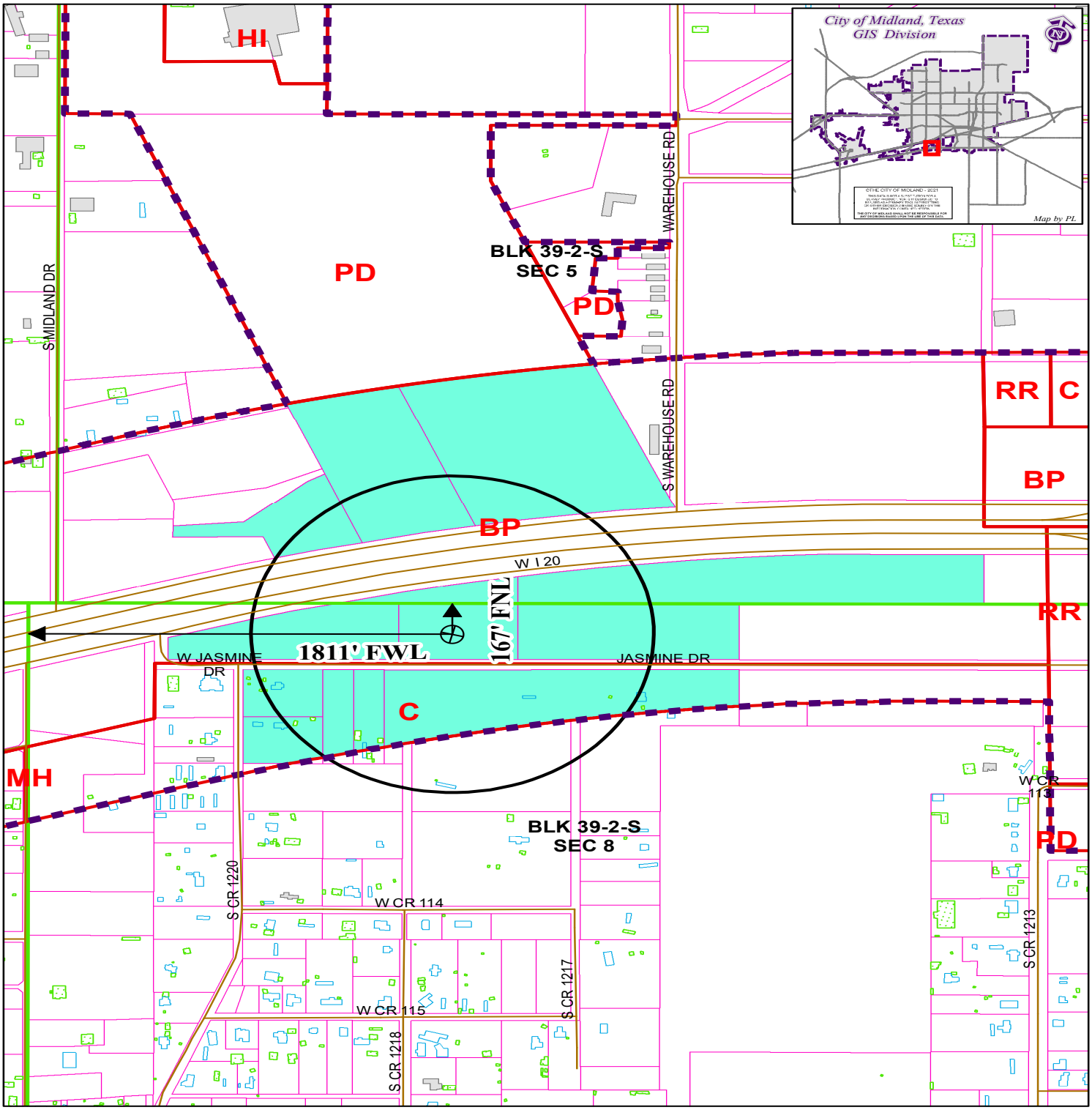
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Interstate 5-32 Unit 2 #162

LEGEND

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MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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Date July 29, 2021	**Operator Name (must match W-1)** Endeavor Energy Resources, L.P.	**Operator Address** 110 N. Marienfeld, Suite 200 Midland, TX 79701
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Proposed Well Name: Interstate 5-32 Unit 2 #163

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Legal Description of Proposed Well Site:

Surface Hole Location: 167' FNL 1831' FWL, Section 8, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

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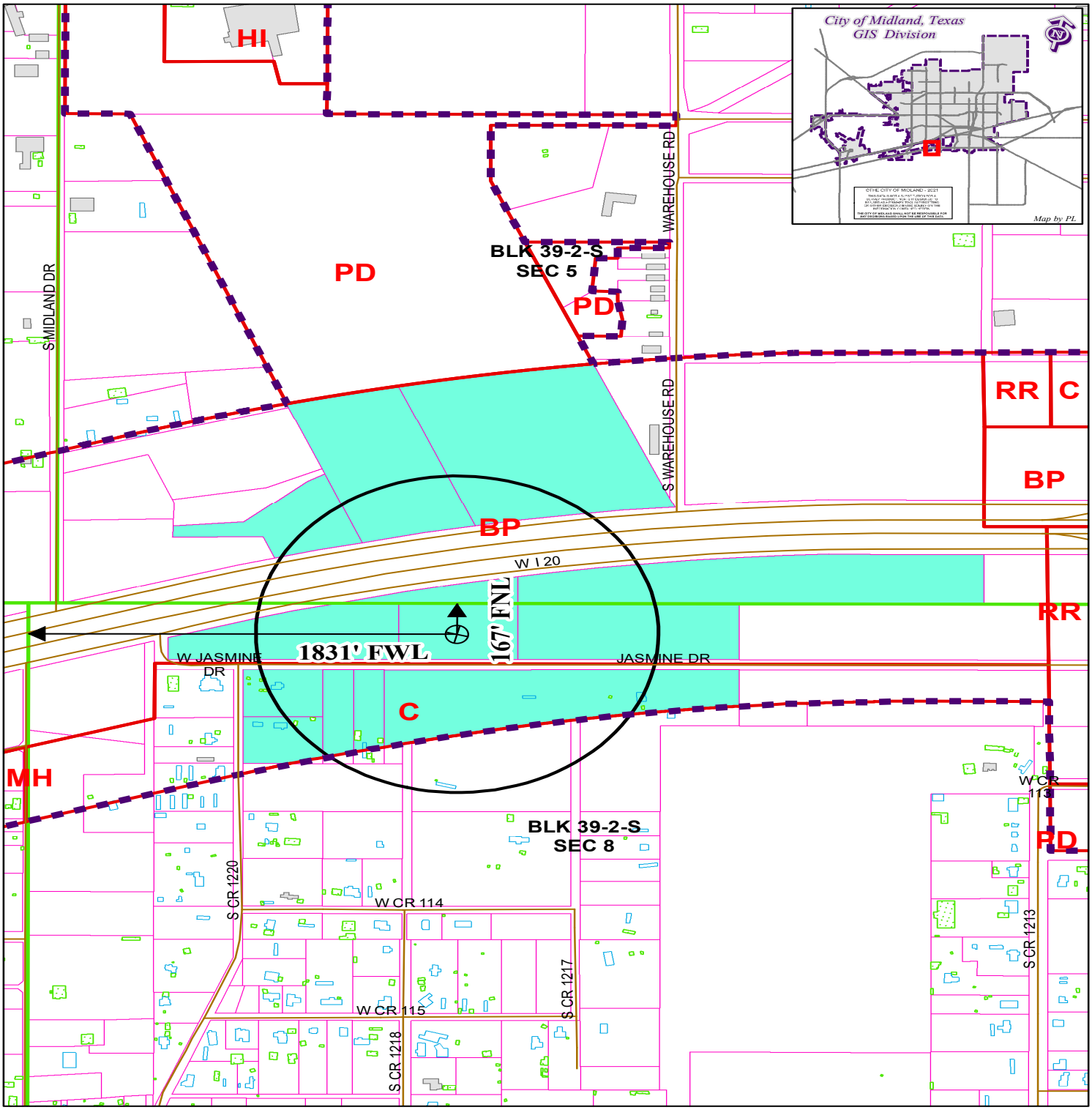
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III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location): Open Pasture, Commercial and Residential

ATTACHED AS EXHIBIT D **are the most** ***Current Tax Cards from Midland Central Appraisal District,*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/plat/satellite/aerial photo)*** **depicting all residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Interstate 5-32 Unit 2 #172

ATTACHED AS EXHIBIT G is **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**

Legal Description of Proposed Well Site:

Surface Hole Location: 167' FNL 1770' FWL, Section 8, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Plat and Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

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ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $75,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the written Concept Plan and Site Plan. [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** Electricity Oncor: 1-888-313-6862

(2) **Operations:** Electricity Oncor: 1-888-313-6862

Description of water source to be used during Drilling: Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

Description of all electric lines to production facilities (reference exhibits as necessary)
ATTACHED AS EXHIBIT G. **[See § L(10)]**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)
ATTACHED AS EXHIBIT O. **[See § J(35)]**

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V **is Applicant's Summary List of Variances**

ATTACHED AS EXHIBIT W **is Acoustic Impact Study and Noise Mitigation Plan**

CERTIFICATION OF APPLICATION

I, **Alex Bedford**, Reservoir Engineer for Endeavor Energy Resources, L.P., hereby certify that the information contained in this application is true and correct.

Alex Bedford

Reservoir Engineer

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

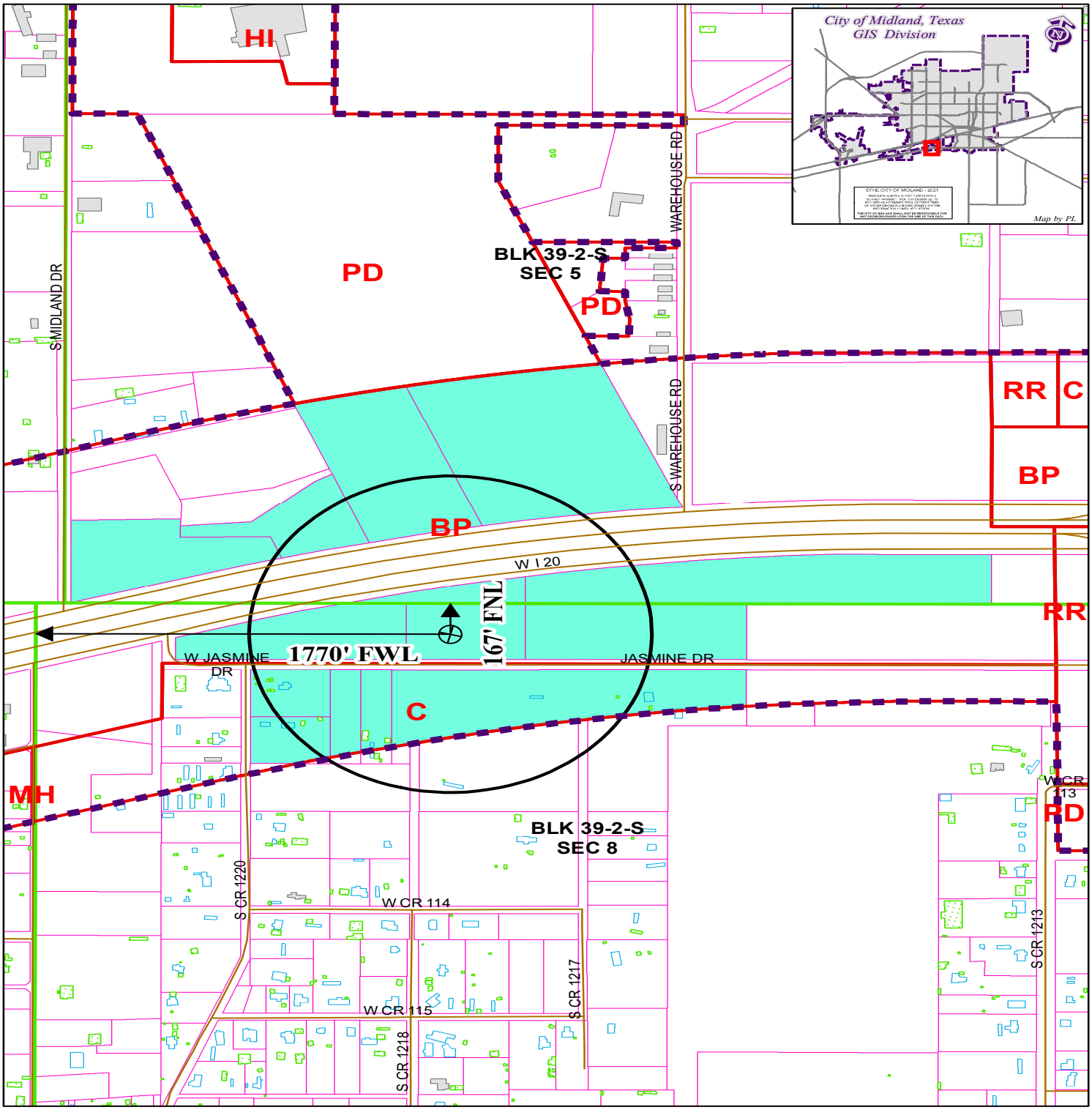
This instrument was acknowledged before me on the 27th day of July 2021, by Alex Bedford, Reservoir Engineer, ENDEAVOR ENERGY RESOURCES, L.P., a Texas limited partnership.

BARBARA TEAGUE
Notary Public, State of Texas
Notary ID 879241-6
My Commission Exp. 07-02-2024

Notary Public

Notary's Name (printed): BARBARA TEAGUE

My Commission Expires: 7-2-2024



LOCATION AND ZONING MAP

Oil - 036945 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 167' FNL and 1,770' FWL, Section 8, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 205 feet south of West I-20 Service Road and 873 feet east of South County Road 1220 extension.

Interstate 5-32 Unit 2 #172

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date July 29, 2021	**Operator Name (must match W-1)** Endeavor Energy Resources, L.P.	**Operator Address** 110 N. Marienfeld, Suite 200 Midland, TX 79701
Representative Name	**Representative Address (within Midland City Limits)**	**Rep. Tele.** (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	**Rep. Fax** (432)-682-3088
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1): Option B

Option B: Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Ryan Burrow, Production Foreman for Endeavor Energy Resources, L.P.: Cell: 432-813-3060
Endeavor Energy Resources, L.P. -**24-Hour Emergency Hotline- 432-570-0186**
Midland Police Department: 911 or 432-685-7110
Midland Fire Department: 911
Ambulance: 911
Paramedics: 911

Other Permitted Wells in City ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): ***ATTACHED AS EXHIBIT C***

ATTACHED AS EXHIBIT C –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location): Open Pasture, Commercial and Residential

ATTACHED AS EXHIBIT D **are the most** ***Current Tax Cards from Midland Central Appraisal District,*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/plat/satellite/aerial photo)*** **depicting all residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Interstate 5-32 Unit 2 #252

ATTACHED AS EXHIBIT G is **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**

Legal Description of Proposed Well Site:

Surface Hole Location: 167' FNL 1871' FWL, Section 8, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Plat and Location Site Plan [See § J(9)].**

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ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $75,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

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(1) **Drilling:** Electricity Oncor: 1-888-313-6862

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Description of water source to be used during Drilling: Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

Description of all electric lines to production facilities (reference exhibits as necessary)
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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)
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V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].

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CERTIFICATION OF APPLICATION

I, **Alex Bedford**, Reservoir Engineer for Endeavor Energy Resources, L.P., hereby certify that the information contained in this application is true and correct.

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Reservoir Engineer

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

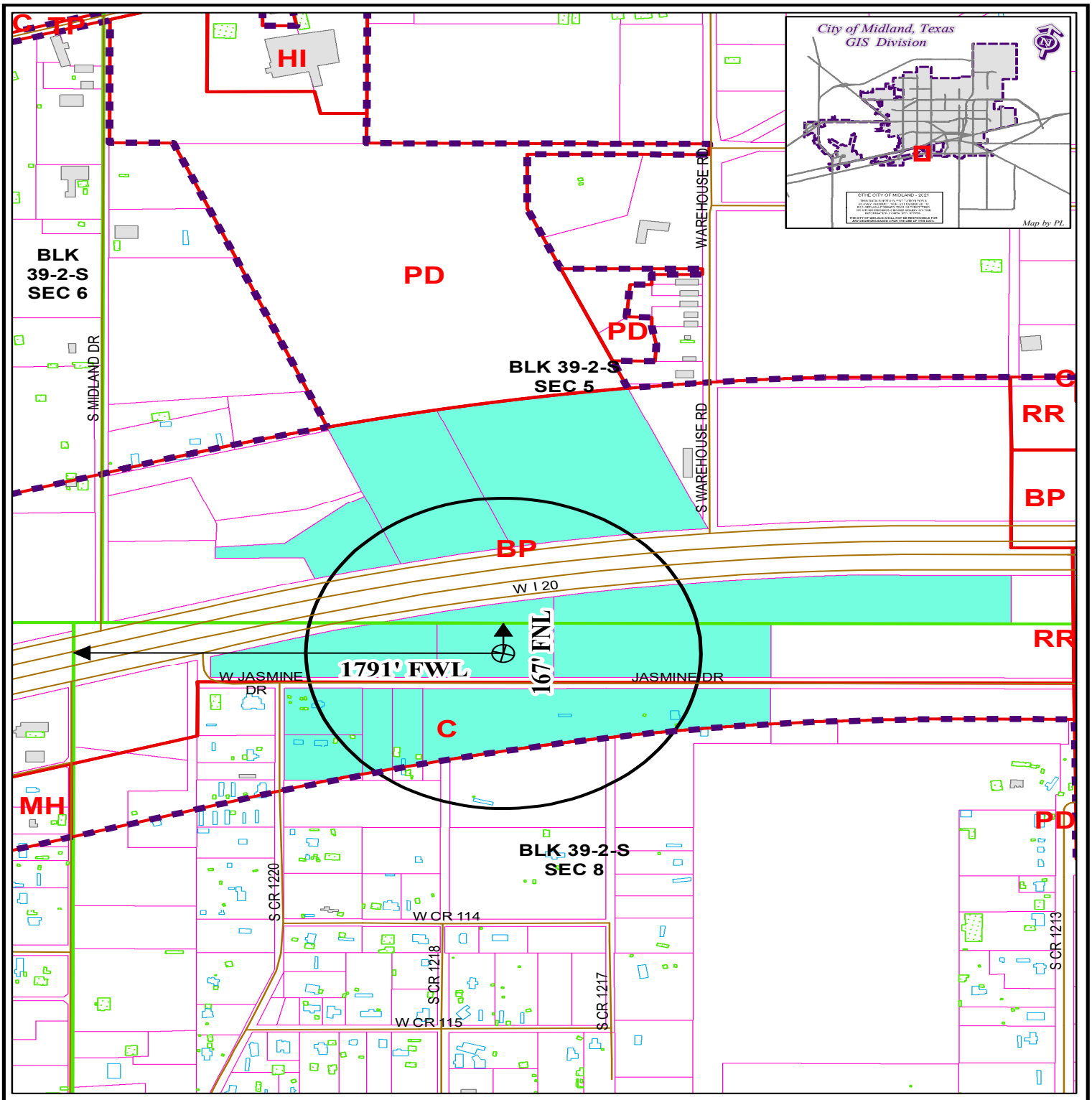
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BARBARA TEAGUE
Notary Public, State of Texas
Notary ID 879241-6
My Commission Exp. 07-02-2024

Notary Public

Notary's Name (printed): BARBARA TEAGUE

My Commission Expires: 7-2-2024



LOCATION AND ZONING MAP

Oil - 036939 - 2021 **Scale: 1" = 600'**

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Generally located 205 feet south of West I-20 Service Road and 974 feet east of South County Road 1220 extension.

Interstate 5-32 Unit 2 #252

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
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ZONING DISTRICTS:

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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date July 29, 2021	**Operator Name (must match W-1)** Endeavor Energy Resources, L.P.	**Operator Address** 110 N. Marienfeld, Suite 200 Midland, TX 79701
Representative Name	**Representative Address (within Midland City Limits)**	**Rep. Tele.** (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	**Rep. Fax** (432)-682-3088
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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Midland Fire Department: 911
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ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Interstate 5-32 Unit 2 #261

ATTACHED AS EXHIBIT G is **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**

Legal Description of Proposed Well Site:

Surface Hole Location: 167' FNL 1791' FWL, Section 8, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Plat and Location Site Plan [See § J(9)].**

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CERTIFICATION OF APPLICATION

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Alex Bedford

Reservoir Engineer

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

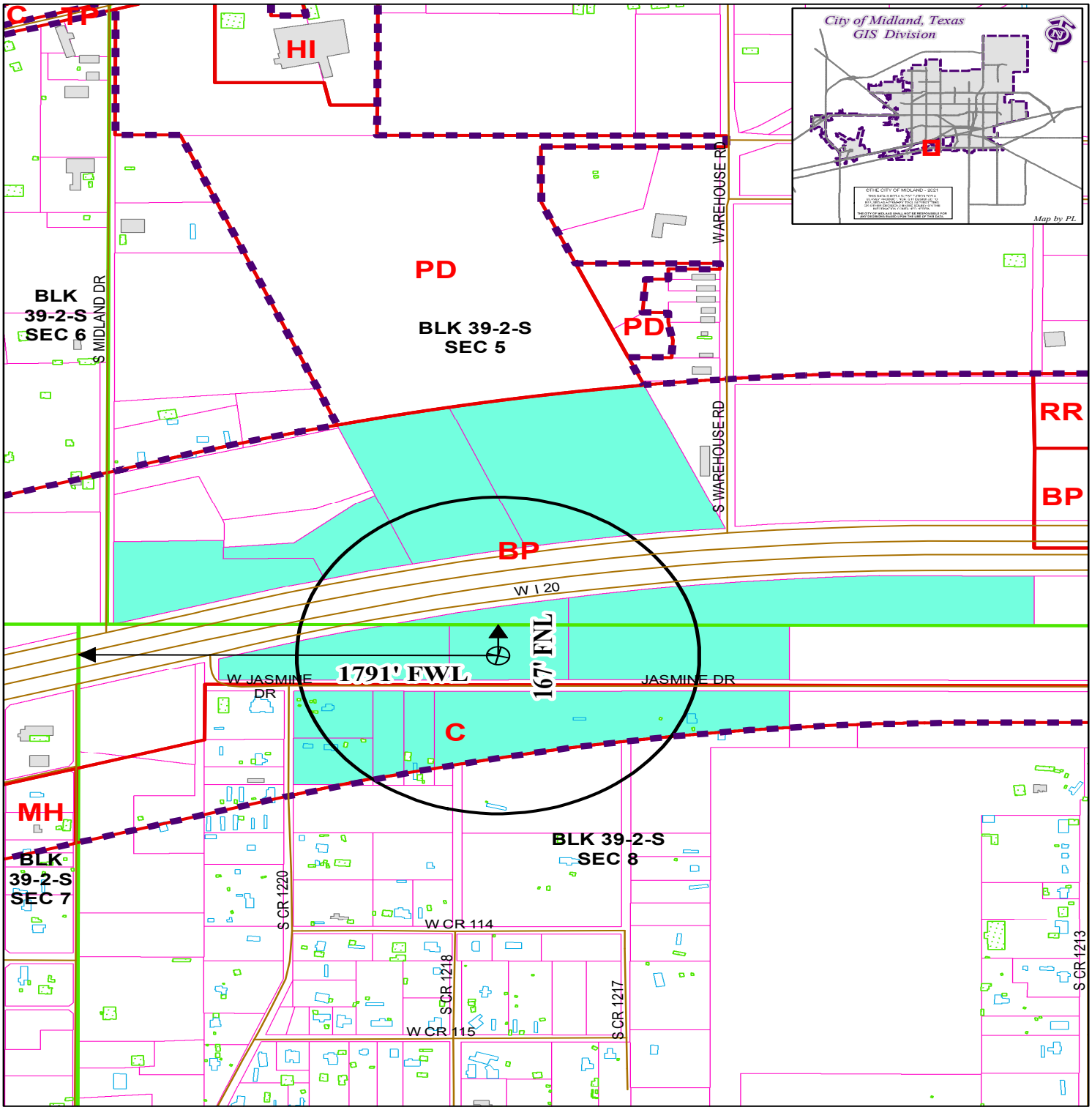
This instrument was acknowledged before me on the 27th day of July 2021, by Alex Bedford, Reservoir Engineer, ENDEAVOR ENERGY RESOURCES, L.P., a Texas limited partnership.

BARBARA TEAGUE
Notary Public, State of Texas
Notary ID 879241-6
My Commission Exp. 07-02-2024

Notary Public

Notary's Name (printed): BARBARA TEAGUE

My Commission Expires: 7-2-2024



LOCATION AND ZONING MAP

Oil - 036937 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 167' FNL and 1,791' FWL, Section 8, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 205 feet south of West I-20 Service Road and 894 feet east of South County Road 1220 extension.

Interstate 5-32 Unit 2 #261

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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PD	PLANNED DISTRICT	P	PARKING
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TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #153 oil and gas well shall be 167 feet from the north line and 1,851 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #154 oil and gas well shall be 167 feet from the north line and 1,891 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #162 oil and gas well shall be 167 feet from the north line and 1,811 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #163 oil and gas well shall be 167 feet from the north line and 1,831 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #172 oil and gas well shall be 167 feet from the north line and 1,770 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

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If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
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This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #252 oil and gas well shall be 167 feet from the north line and 1,871 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

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The location of Operator's Interstate 5-32 Unit 2 #261 oil and gas well shall be 167 feet from the north line and 1,791 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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2. Twenty-four hour hydraulic fracturing and completion operations are permitted.
3. No landscaping or irrigation is required because City water is not available.
4. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

City Council Meeting

Item Number: 20

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH ENDEAVOR ENERGY RESOURCES, L.P. REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 8, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving a road repair agreement between the City of Midland and Endeavor Energy Resources, L.P.

Recommended City Council Action:

Approve

Fiscal Impact:

This agreement will cover the cost of road damages to Midkiff Road and Jasmine Road that are attributable to Endeavor Energy Resources, L.P., in association with the drilling permits located in Section 8, Block 39, T-1-S, T&P RR Co Section 8, Block 39, T-1-S, T&P RR Co. Survey, City of Midland and County of Midland, Texas. The total amount of the bond covering proposed and existing well sites within the City is $75,000.00; this is the amount specified in the City's oil and gas drilling regulations

Discussion:

Endeavor Energy Resources, L.P., have met the requirements contained in the City code related to this matter

Attachments: Exhibit A-Road Repair Agreement,



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH ENDEAVOR ENERGY RESOURCES, L.P. REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 8, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a road repair agreement with Endeavor Energy Resources, L.P. ("Operator");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

THAT the Mayor is hereby authorized and directed to execute on behalf of the City of Midland, Texas, a road repair agreement with Operator. Said agreement shall be substantially similar in form as that of Exhibit "A", which is attached hereto and incorporated herein for all purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

ROAD REPAIR AGREEMENT

Endeavor Energy Resources, LP ("Operator"), intends to use portions of Midkiff & Jasmine Road to access its oil and gas lease as shown on the transportation route depicted on the attached Exhibit H (the "Transportation Route"). Operator agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for damage done to the roads on the Transportation Route and the lease entrance gate to the extent that any such damage is verifiably attributable to traffic serving Operator. Operator will not be obligated to pay for any damage to roads on the Transportation Route which is attributable to other parties or for damage associated with normal wear and tear. Operator will not be required to pay road repair expenses in excess of Twenty-Five Thousand and No/100 Dollars ($25,000.00) per calendar year per well, not to exceed a total of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for all wells it operates within the city limits of the City of Midland, Texas (the "City"). Operator has attached to this agreement a letter of credit, certificate of deposit, or surety bond in the amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) which will serve to secure payment of any such road repair expenses for the wells it operates within the city limits of the City. In the event the attached letter of credit, certificate of deposit or surety bond is not restored to Seventy-Five Thousand and No/100 Dollars ($75,000.00) within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, the City may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond, and the applicable Oil and Gas Well Permit shall be suspended on such date and the Operator's right to operate under such Oil and Gas Well Permit shall immediately cease until the Operator files the required letter of credit, certificate of deposit or surety bond.

Operator and the City agree that documentation of any road damage determined by the City to be caused by the Operator's use of any roads depicted on the Transportation Route shall be presented to Operator. If the Operator does not agree that the damage was caused by traffic serving Operator, the Operator may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give the Operator the opportunity to be heard and present facts that Operator deems relevant. The City reserves the right, after giving ten (10) business days' written notice to the Operator regarding such damage, to draw upon the letter of credit, certificate of deposit or surety bond, as outlined in Subsection (K), General Conditions of all Oil and Gas Well Permits, in order to remedy the damage to the roads depicted on the Transportation Route. The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described by this agreement.

AGREED TO AND ACCEPTED on the 27 day of July 2021, by the following parties:

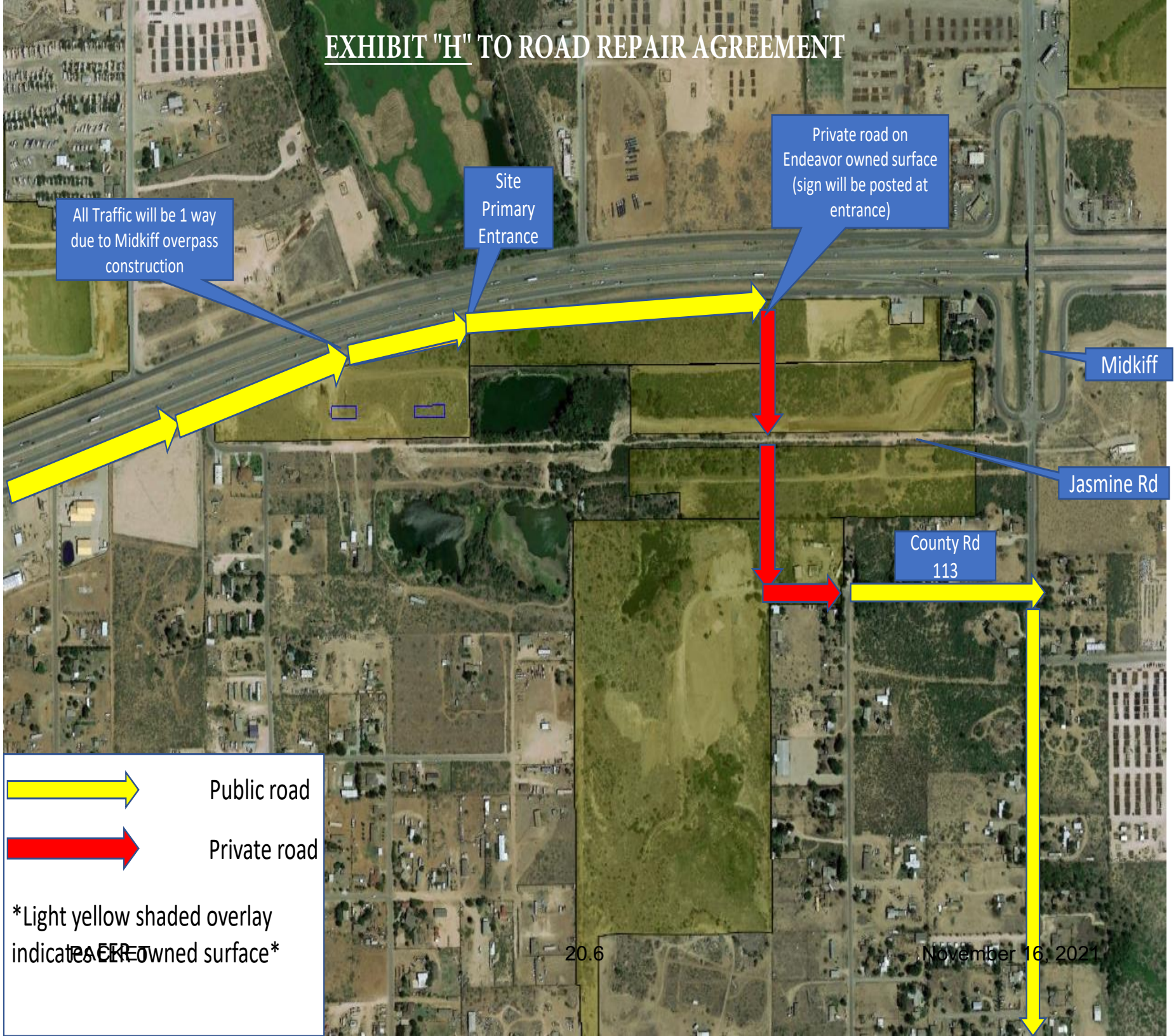
ENDEAVOR ENERGY RESOURCES, L.P.

Endeavor Petroleum, LLC, its General Partner
Autry C. Stephens, Sole Member

CITY OF MIDLAND, TEXAS

Patrick Payton, Mayor

EXHIBIT "H" TO ROAD REPAIR AGREEMENT



ROAD REPAIR AGREEMENT

Endeavor Energy Resources, LP ("Operator"), intends to use portions of Midkiff & Jasmine Road to access its oil and gas lease as shown on the transportation route depicted on the attached Exhibit H (the "Transportation Route"). Operator agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for damage done to the roads on the Transportation Route and the lease entrance gate to the extent that any such damage is verifiably attributable to traffic serving Operator. Operator will not be obligated to pay for any damage to roads on the Transportation Route which is attributable to other parties or for damage associated with normal wear and tear. Operator will not be required to pay road repair expenses in excess of Twenty-Five Thousand and No/100 Dollars ($25,000.00) per calendar year per well, not to exceed a total of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for all wells it operates within the city limits of the City of Midland, Texas (the "City"). Operator has attached to this agreement a letter of credit, certificate of deposit, or surety bond in the amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) which will serve to secure payment of any such road repair expenses for the wells it operates within the city limits of the City. In the event the attached letter of credit, certificate of deposit or surety bond is not restored to Seventy-Five Thousand and No/100 Dollars ($75,000.00) within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, the City may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond, and the applicable Oil and Gas Well Permit shall be suspended on such date and the Operator's right to operate under such Oil and Gas Well Permit shall immediately cease until the Operator files the required letter of credit, certificate of deposit or surety bond.

Operator and the City agree that documentation of any road damage determined by the City to be caused by the Operator's use of any roads depicted on the Transportation Route shall be presented to Operator. If the Operator does not agree that the damage was caused by traffic serving Operator, the Operator may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give the Operator the opportunity to be heard and present facts that Operator deems relevant. The City reserves the right, after giving ten (10) business days' written notice to the Operator regarding such damage, to draw upon the letter of credit, certificate of deposit or surety bond, as outlined in Subsection (K), General Conditions of all Oil and Gas Well Permits, in order to remedy the damage to the roads depicted on the Transportation Route. The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described by this agreement.

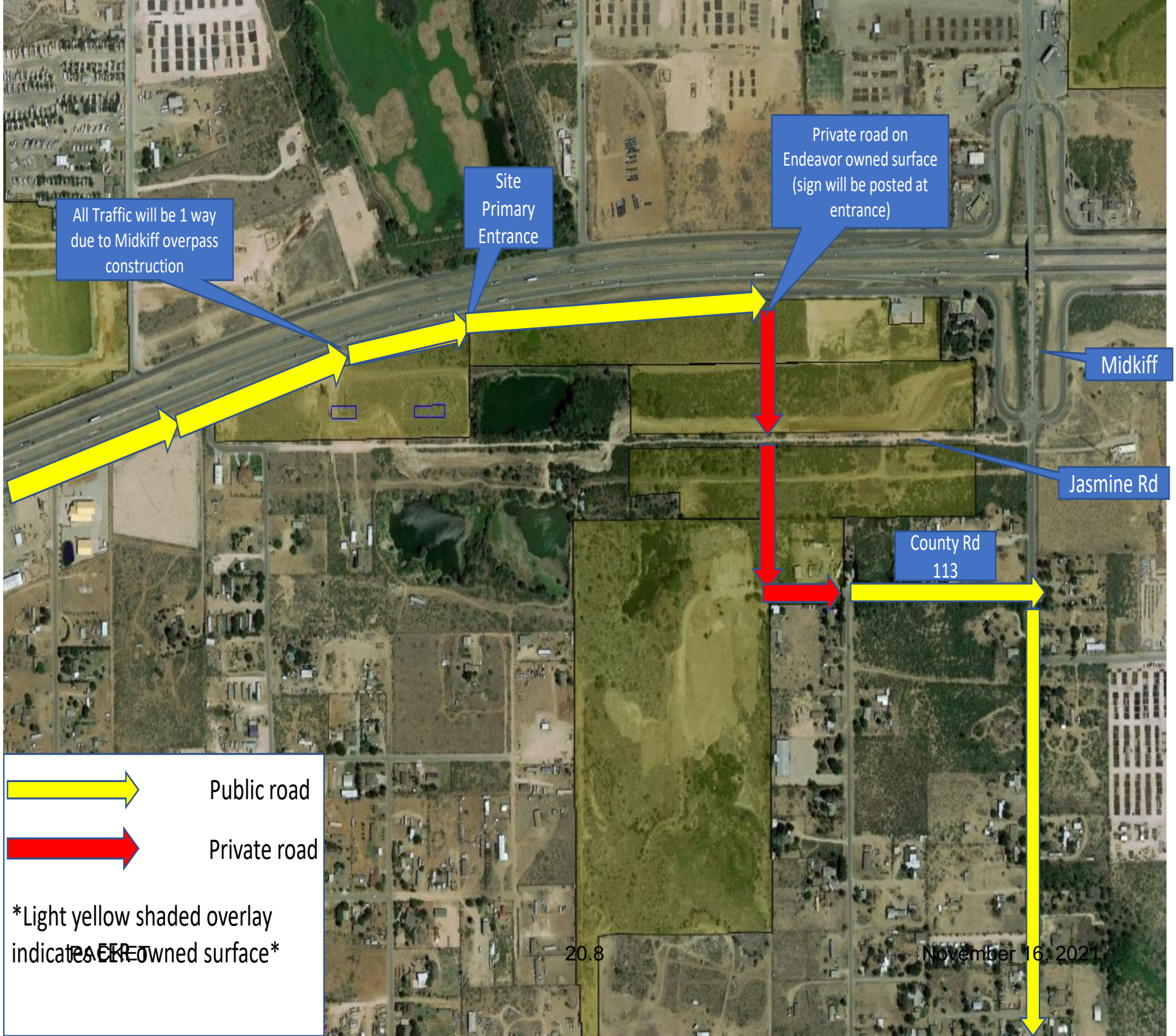
AGREED TO AND ACCEPTED on the 27 day of July 2021, by the following parties:

ENDEAVOR ENERGY RESOURCES, L.P.

Endeavor Petroleum, LLC, its General Partner
Autry C. Stephens, Sole Member

CITY OF MIDLAND, TEXAS

Patrick Payton, Mayor


All Traffic will be 1 way due to Midkiff overpass construction
Site Primary Entrance
Private road on Endeavor owned surface (sign will be posted at entrance)
Midkiff
Jasmine Rd
County Rd 113
Public road
Private road
Light yellow shaded overlay indicates ENDEAVOR owned surface

City Council Meeting

Item Number: 21

Meeting Date: November 16, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License with Endeavor Energy Resources, L.P. (21-329-038) regarding city-owned property described as Section 8, Block 39, Township 2 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT 2) (UTILITIES)

Purpose:

This motion will provide a 10' wide right of way to bore 60' in this location and place six - 4" flex steel flow lines in a 16" casing to carry water, gas and oil under City of Midland Jasmine Drive. Both bore pits will be on private property and the pipelines will be cased.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Annual Lease Rate (3.75 rods x $20/rod): $75.15 / $400.00 minimum per year paid 5 years in advance ($400 x 5) $2,000.00

Surface Damages: none

Total Collected: $3,600.00

Discussion:

This is a privately-owned, 16” casing with six - 4” flex steel flow lines to support Endeavors drilling operation located on private property and permitted through the City of Midland.

Road Bore is required to be cased for the duration of the crossing and buried at a minimum depth of eight (8) feet

Certificates of Insurance are on file

City Secretary to record all documents

Robert Patrick

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	November 17, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Endeavor Energy Resources, L.P.
Licensee's Representative:	**R. Ben Carter, Vice President - Land**
Licensee's Mailing Address:	110 N. Marienfeld Suite 200 Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.
License Number:	21-329-039

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"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

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 TWO THOUSAND and No/100 Dollars ($2,000.00) 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. Intentionally 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 certain property of Licensor, being ten (10) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline location, six (6) four (4) inch flexsteel flow lines in a sixteen (16) inch casing, for the transportation of water, gas and oil 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 it will bury the pipeline(s) to be constructed hereunder no less than eight (8) feet in depth. All backfill used in burying such line shall be 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) shall be 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 (except to the extent of Licensor's gross negligence or willful misconduct) 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, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF 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
Excess 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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 REASONABLE 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 REASONABLE 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

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 REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION 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 REASONABLE 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 OF THIS LICENSE, 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 WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

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:

_____
Morris Williams, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENDEAVOR ENERGY RESOURCES, L.P.

By: R. Ben Carter

Printed Name: R. Ben Carter

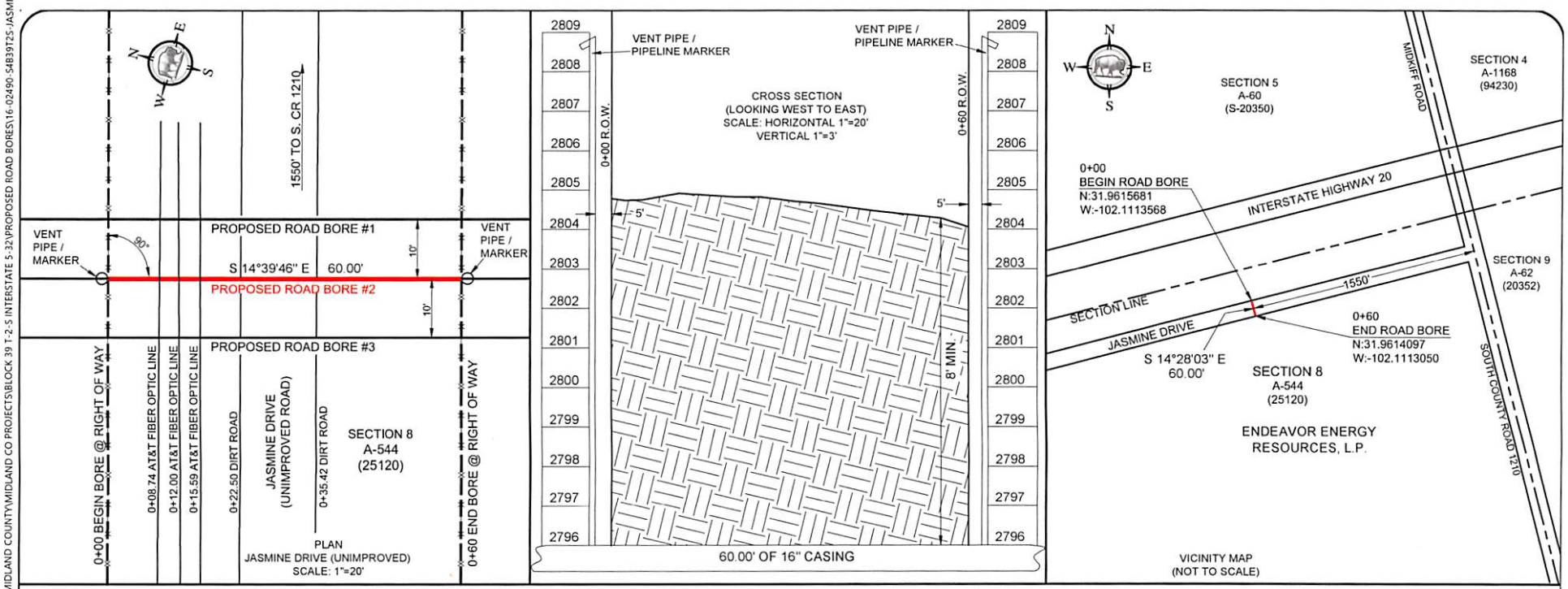
Title: Vice President - Land

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 27th day of October, 2021 personally appeared R. Ben Carter, Vice President - Land an officer of Endeavor Energy Resources, L.P. 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 27th day of October, 2021.

Vicki Stone
Notary Public, State of Texas



NOTES:
PROPOSED ROAD BORE = (1) 16" CASING (MIN.375) TO SUPPORT (6) 4" FLEXSTEEL LINES.

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM

James P. Keene
State of Texas
Registered Professional Land Surveyor
No. 5100

STATE OF TEXAS REGISTERED JAMES P. KEENE 5100 PROFESSIONAL LAND SURVEYOR

Scale: 1"= 20'	DATE: 09-02-21
DRAWN BY: CR	
APPROVED: JPK	
PARTY CHIEF: JR	
PROJECT NO. 16-02490	

Road bore located 1550 feet west of S County Road 1210 @ intersection of Jasmine Drive.

BISON CREEK LAND SERVICES, LLC
FIRM LICENSE NO. 10193880

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83.

PROPOSED ROAD BORE CROSSING

ENDEAVOR ENERGY RESOURCES, L.P.
PROPOSED ROAD BORE #2
IN RIGHT-OF-WAY OF
JASMINE DRIVE
SECTION 8, BLOCK 39, T-2-S
T. & P. RR CO. SURVEY,
CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS

SCALE: SHOWN IN ILLUSTRATIONS

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600 WWW.BISON-CREEK.COM

Z:\BISON CREEK, LLC\2016\16-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\BLOCK 39 T-2-S INTERSTATE 5-32\PROPOSED ROAD BORES\16-02490-S4B39T2S-JASMINE DR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2021

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 McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 713-877-8975 **FAX (A/C, No):** 713-877-8974 **E-MAIL ADDRESS:**
INSURED Endeavor Energy Resources, L.P. and Per Attached Named Insureds 110 N Marienfeld, Suite 200 Midland, TX 79701	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The First Liberty Insurance Corporation — 33588 **INSURER B :** Liberty Insurance Corporation — 42404 **INSURER C :** Starr Indemnity & Liability Company — 38318 **INSURER D :** Westchester Fire Insurance Company — 10030 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** DWRGLP65 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:			EB6-641-443771-111	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ $ $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AS6-641-443771-101	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	☐ UMBRELLA LIAB ☒ OCCUR X EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			1000095483211	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-64D-443771-091	11/01/2021	11/01/2022	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
D	Excess Liability $5m xs $5m			G27918748007	11/01/2021	11/01/2022	Each Occurrence Aggregate	$ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701

PACKET 21.17 November 16, 2021

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 R Michael Breedlove, Jr

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, Inc.	INSURED Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 10/29/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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City Council Meeting

Item Number: 22

Meeting Date: November 16, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License with Endeavor Energy Resources, L.P. (21-329-039) regarding city-owned property described as Section 8, Block 39, Township 2 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT 2) (UTILITIES)

Purpose:

This motion will provide a 10' wide right of way to bore 60' in this location and place six - 4" flex steel flow lines in a 16" casing to carry water, gas and oil under City of Midland owned Jasmine Drive. Both bore pits will be on private property and the pipelines will be cased.

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 (3.75 rods x $20/rod): $75.15 / $400.00 minimum per year paid 5 years in advance ($400 x 5) $2,000.00

Surface Damages: none

Total Collected: $3,600.00

Discussion:

This is a privately-owned, 16” casing with six - 4” flex steel flow lines to support Endeavors drilling operation located on private property and permitted through the City of Midland.

Road Bore is required to be cased for the duration of the crossing and buried at a minimum depth of eight (8) feet

Certificates of Insurance are on file

City Secretary to record all documents

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	November 17, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Endeavor Energy Resources, L.P.
Licensee's Representative:	**R. Ben Carter, Vice President - Land**
Licensee's Mailing Address:	110 N. Marienfeld Suite 200 Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.
License Number:	21-329-039

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"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

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 TWO THOUSAND and No/100 Dollars ($2,000.00) 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. Intentionally 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 certain property of Licensor, being ten (10) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline location, six (6) four (4) inch flexsteel flow lines in a sixteen (16) inch casing, for the transportation of water, gas and oil 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 it will bury the pipeline(s) to be constructed hereunder no less than eight (8) feet in depth. All backfill used in burying such line shall be 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) shall be 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 (except to the extent of Licensor's gross negligence or willful misconduct) 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, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF 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
Excess 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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 REASONABLE 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 REASONABLE 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

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 REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION 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 REASONABLE 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 OF THIS LICENSE, 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 WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

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:

_____
Morris Williams, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

LICENSEE:
ENDEAVOR ENERGY RESOURCES, L.P.

By: R. Ben Carter

Printed Name: R. Ben Carter

Title: Vice President - Land

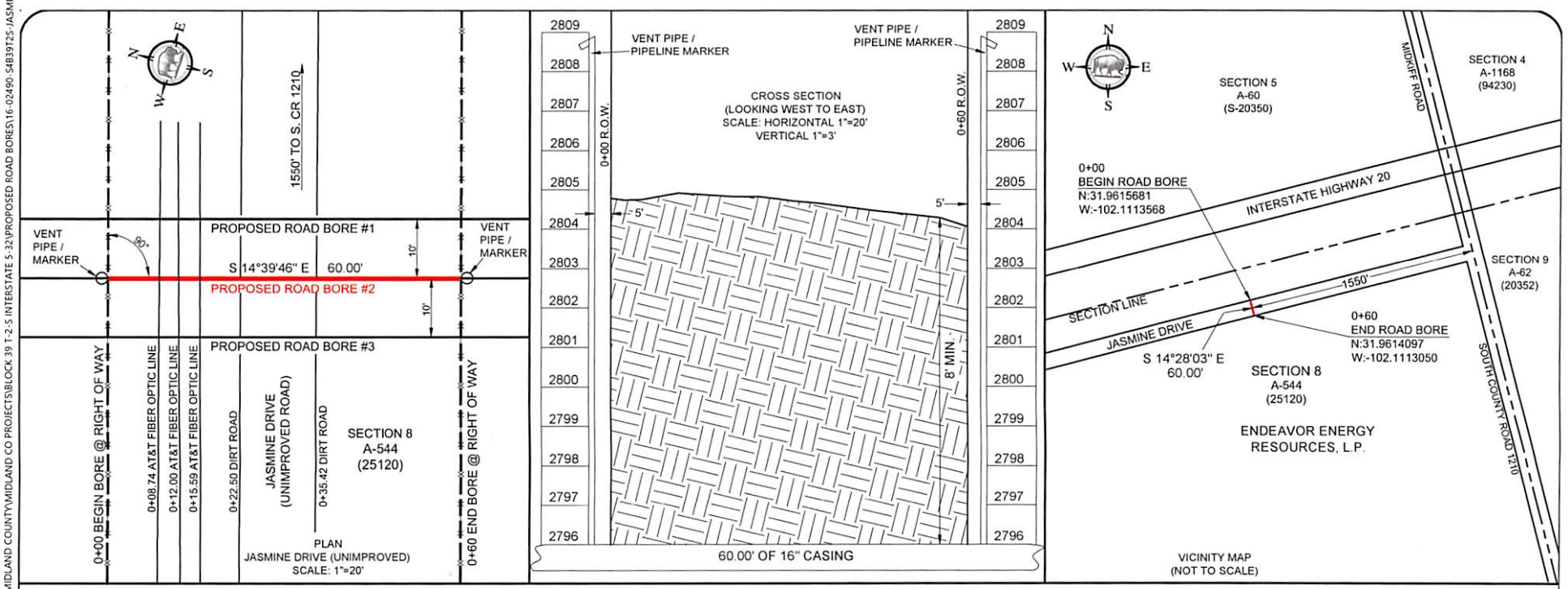
THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 27th day of October, 2021 personally appeared R. Ben Carter, Vice President - Land an officer of Endeavor Energy Resources, L.P. 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 27th day of October, 2021.

Vicki Stone

Notary Public, State of Texas



NOTES:
PROPOSED ROAD BORE = (1) 16" CASING (MIN.375) TO SUPPORT (6) 4" FLEXSTEEL LINES.

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM

James P. Keene
State of Texas
Registered Professional Land Surveyor
No. 5100

STATE OF TEXAS REGISTERED JAMES P. KEENE 5100 PROFESSIONAL LAND SURVEYOR

Scale: 1"= 20'	DATE: 09-02-21
DRAWN BY: CR	
APPROVED: JPK	
PARTY CHIEF: JR	
PROJECT NO. 16-02490	

Road bore located 1550 feet west of S County Road 1210 @ intersection of Jasmine Drive.

BISON CREEK
LAND SERVICES, LLC
FIRM LICENSE NO. 10193880

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83.

PROPOSED ROAD BORE CROSSING

ENDEAVOR ENERGY RESOURCES, L.P.
PROPOSED ROAD BORE #2
IN RIGHT-OF-WAY OF
JASMINE DRIVE
SECTION 8, BLOCK 39, T-2-S
T. & P. RR CO. SURVEY,
CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS

SCALE: SHOWN IN ILLUSTRATIONS

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600 WWW.BISON-CREEK.COM

Z:\BISON CREEK, LLC\2016\16-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\BLOCK 39 T-2-S INTERSTATE 5-32\PROPOSED ROAD BORES\16-02490-S4B39T2S-JASMINE DR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2021

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 McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 713-877-8975 **FAX (A/C, No):** 713-877-8974 **E-MAIL ADDRESS:**
INSURED Endeavor Energy Resources, L.P. and Per Attached Named Insureds 110 N Marienfeld, Suite 200 Midland, TX 79701	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The First Liberty Insurance Corporation — 33588 **INSURER B :** Liberty Insurance Corporation — 42404 **INSURER C :** Starr Indemnity & Liability Company — 38318 **INSURER D :** Westchester Fire Insurance Company — 10030 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** DWRGLP65 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:			EB6-641-443771-111	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ $ $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AS6-641-443771-101	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	☐ UMBRELLA LIAB ☒ OCCUR X EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			1000095483211	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-64D-443771-091	11/01/2021	11/01/2022	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
D	Excess Liability $5m xs $5m			G27918748007	11/01/2021	11/01/2022	Each Occurrence Aggregate	$ 5,000,000 $ 5,000,000 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701

PACKET 22.17

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 R Michael Breedlove, Jr

November 16, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, Inc.	INSURED Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 10/29/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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City Council Meeting

Item Number: 23

Meeting Date: November 16, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License with Endeavor Energy Resources, L.P. (21-329-040) regarding city-owned property described as Section 8, Block 39, Township 2 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT 2) (UTILITIES)

Purpose:

This motion will provide a 10' wide right of way to bore 60' in this location and place a 4" SCH 80 FBE natural gas pipeline in a 16" casing to under City of Midland owned Jasmine Drive. Both bore pits will be on private property and the pipelines will be cased.

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 (3.75 rods x $20/rod): $75.15 / $400.00 minimum per year paid 5 years in advance ($400 x 5) $2,000.00

Surface Damages: none

Total Collected: $3,600.00

Discussion:

This is a privately-owned, 16” casing with a 4” private natural gas pipeline line to support Endeavors production operation located on private property and permitted through the City of Midland.

Road Bore is required to be cased for the duration of the crossing and buried at a minimum depth of eight (8) feet

Certificates of Insurance are on file

City Secretary to record all documents

Robert Patrick

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	November 17, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Endeavor Energy Resources, L.P.
Licensee's Representative:	**R. Ben Carter, Vice President - Land**
Licensee's Mailing Address:	110 N. Marienfeld Suite 200 Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.
License Number:	21-329-040

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"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

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 TWO THOUSAND and No/100 Dollars ($2,000.00) 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. Intentionally 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 certain property of Licensor, being ten (10) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline location, a four (4) inch SCH 80 FBE pipeline in a sixteen (16) inch casing, 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 it will bury the pipeline(s) to be constructed hereunder no less than eight (8) feet in depth. All backfill used in burying such line shall be 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) shall be 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 (except to the extent of Licensor's gross negligence or willful misconduct) 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, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF 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
Excess 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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 REASONABLE 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 REASONABLE 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

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 REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION 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 REASONABLE 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 OF THIS LICENSE, 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 WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

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:

_____
Morris Williams, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENDEAVOR ENERGY RESOURCES, L.P.

By: R. Ben Carter

Printed Name: R. Ben Carter

Title: Vice President - Land

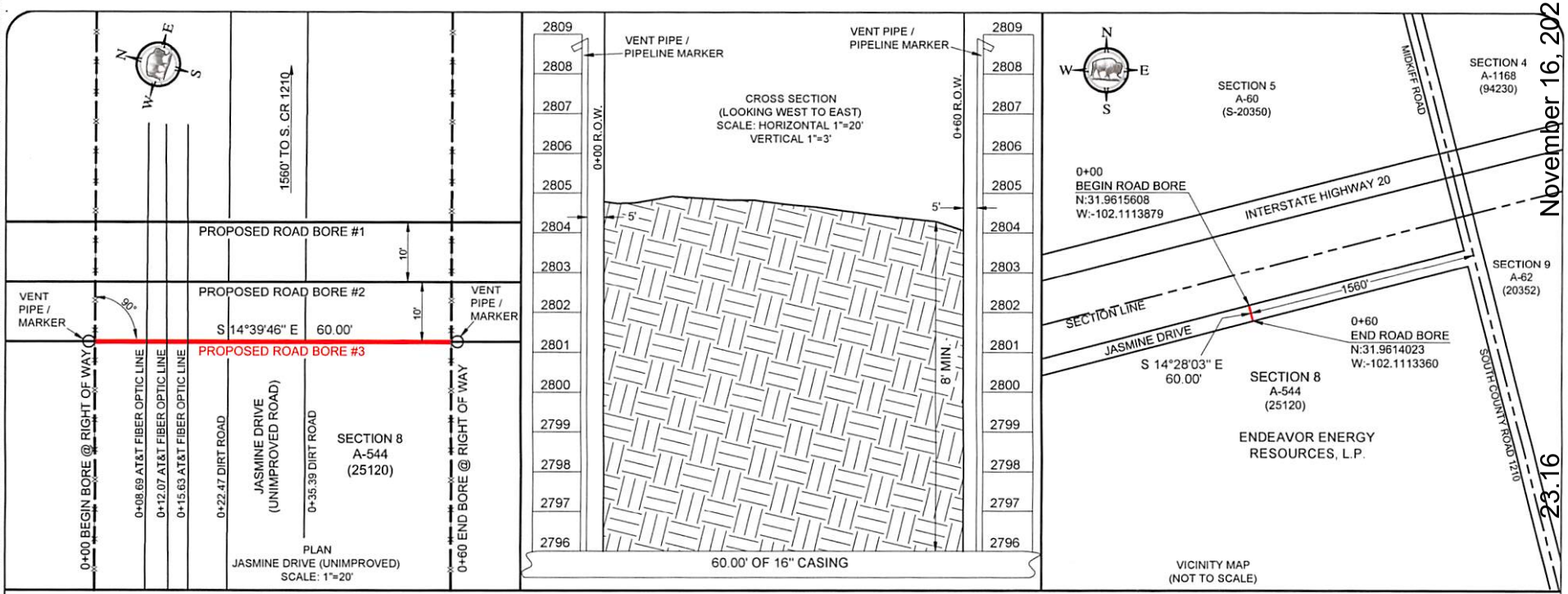
THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 27th day of October, 2021 personally appeared R. Ben Carter, Vice President - Land an officer of Endeavor Energy Resources, L.P. 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 27th day of October, 2021.

VICKI STONE
Notary ID #6067267
My Commission Expires
March 18, 2023

Vicki Stone
Notary Public, State of Texas



1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM

NOTES:
PROPOSED ROAD BORE = (1) 16" CASING (MIN.375)
TO SUPPORT (1) 4" SCH 80 FBE LINE FOR GAS INJECTION.

James P. Keene
State of Texas
Registered Professional Land Surveyor
No. 5100

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

Scale: 1"= 20' DATE: 09-02-21	Road bore located 1560 feet west of S County Road 1210 @ intersection of Jasmine Drive.
DRAWN BY: CR	
APPROVED: JPK	
PARTY CHIEF: JR	
PROJECT NO. 16-02490	

BISON CREEK
LAND SERVICES, LLC
FIRM LICENSE NO. 10193880

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane
Coordinate System Central Zone, NAD 83.

PROPOSED ROAD BORE CROSSING

ENDEAVOR ENERGY RESOURCES, L.P.
PROPOSED ROAD BORE #3
IN RIGHT-OF-WAY OF
JASMINE DRIVE
SECTION 8, BLOCK 39, T-2-S
T. & P. RR CO. SURVEY,
CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS

SCALE: SHOWN IN ILLUSTRATIONS

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600 WWW.BISON-CREEK.COM

Z:\BISON CREEK, LLC\2016\16-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\BLOCK 39 T-2-S INTERSTATE 5-32\PROPOSED ROAD BORES\16-02490-54839T2S-JASMINE DR

November 16, 2021
23.16
PACKET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2021

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 McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 713-877-8975 **FAX (A/C, No):** 713-877-8974 **E-MAIL ADDRESS:**
INSURED Endeavor Energy Resources, L.P. and Per Attached Named Insureds 110 N Marienfeld, Suite 200 Midland, TX 79701	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The First Liberty Insurance Corporation — 33588 **INSURER B :** Liberty Insurance Corporation — 42404 **INSURER C :** Starr Indemnity & Liability Company — 38318 **INSURER D :** Westchester Fire Insurance Company — 10030 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** DWRGLP65 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			EB6-641-443771-111	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ $ $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AS6-641-443771-101	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			1000095483211	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-64D-443771-091	11/01/2021	11/01/2022	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
D	Excess Liability $5m xs $5m			G27918748007	11/01/2021	11/01/2022	Each Occurrence Aggregate	$ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to 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 R Michael Breedlove, Jr

PACKET 23.17 November 16, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, Inc.	INSURED Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 10/29/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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City Council Meeting

Item Number: 24

Meeting Date: November 16, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License with Environmental Disposal Systems, LLC, Regarding City-owned property described as Section 24, Block 37, Township 3 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This is a two year ROW for 2 fresh and 2 produced, 12” lay-flat water lines. This will allow Environmental Disposal Systems to move fresh and produced water in support of parent company, Endeavor Energy’s current mineral development operations under the current SUA. This parcel is located at the southern edge of the Spraberry Farm that is not used for current City operations.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Above ground Pipelines ($40/rod * 302.88): $ 12,115.2 / paid 2 year term: $24,230.40

Surface Damages: collected under ROW License 21-329-011

Total Collected: $25,230.40

Discussion:

Environmental Disposal Systems, LLC is a wholly owned subsidiary of Endeavor Energy, this pipeline ROW will support mineral recovery operations on this property and adjacent privately owned property. This right of way will include an additional 20’ wide temporary construction area.

Current Certificate of Insurance is on file.

City Secretary will record all documents.

Robert Patrick

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	November 17, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Environmental Disposal Systems, LLC
Licensee's Representative:	**Robert Booth**
Licensee's Mailing Address:	110 N. Marienfeld St. Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.
License Number:	21-329-042

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 two (2) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. Intentionally omitted.

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 TWENTY-FOUR THOUSAND TWO HUNDRED THIRTY and 40/100 Dollars ($24,230.40) 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%).

B. Surface Damage Fee. Intentionally 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 Annual Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the Annual Fee, then the Annual Fee shall be determined by Licensor in its sole discretion, provided the new Annual Fee shall not exceed twenty-five percent (25%) of the Annual Fee paid for the last year of 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 fifty (50) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, two (2) twelve (12) inch lay-flat water lines for the transportation of fresh water and two (2) twelve (12) inch lay-flat water lines for the transportation of produced water, to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty (30) feet after the pipeline is laid. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(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. Intentionally omitted.

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 (except to the extent of Licensor's gross negligence or willful misconduct) 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, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF 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
Excess 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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 REASONABLE 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 REASONABLE 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

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 REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION 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 REASONABLE 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 OF THIS LICENSE, 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 WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

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 ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENVIRONMENTAL DISPOSAL SYSTEMS, LLC

By: Robert Booth
Printed Name: Robert Booth
Title: Vice President of Energy Services

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 28TH day of October, 2021 personally appeared Robert Booth, Vice President of Energy Services of Endeavor Energy Resources, L.P., sole member of Environmental Disposal Systems, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

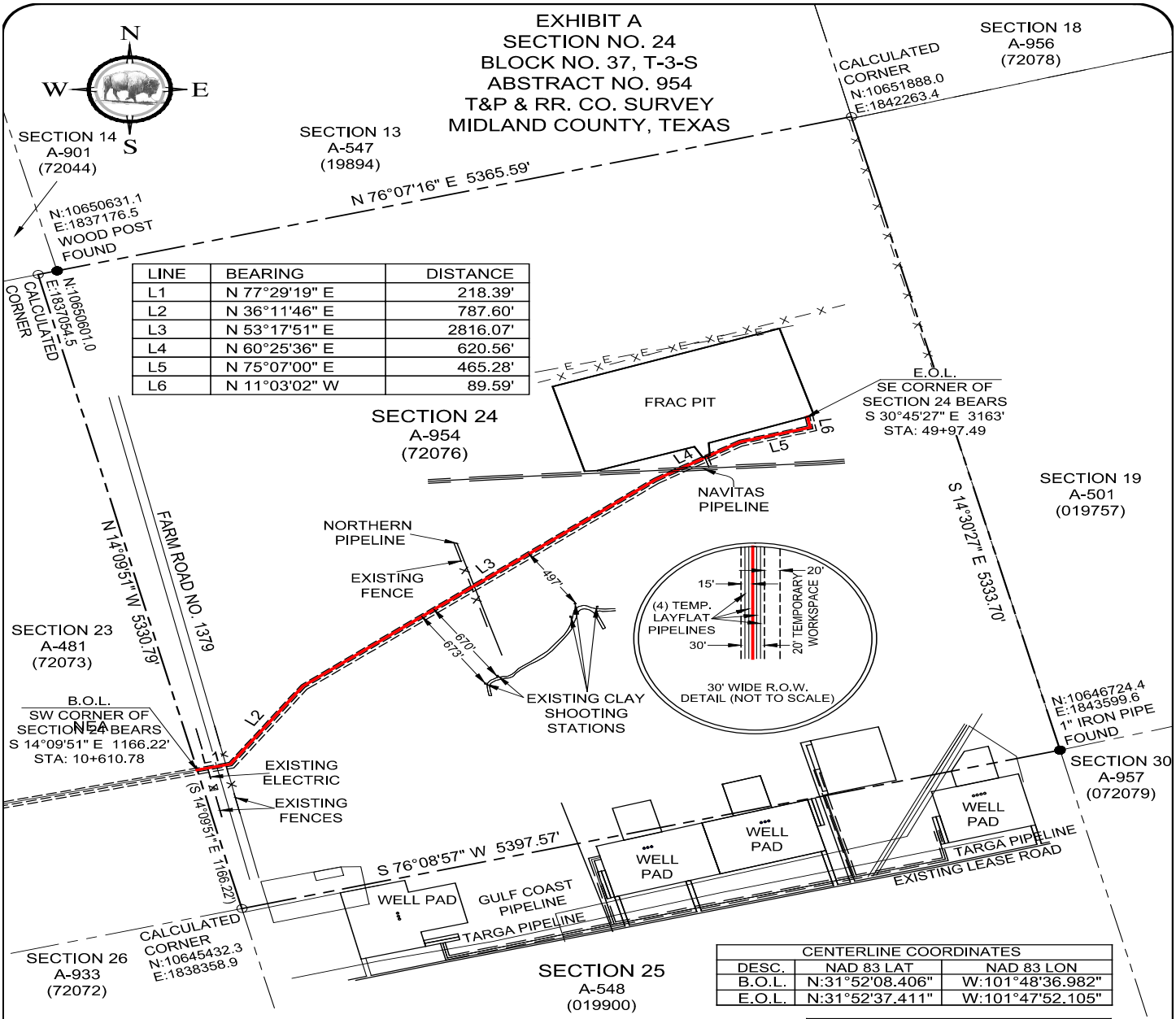
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of October, 2021.

Vicki Stone

Notary Public, State of Texas

VICKI STONE
Notary ID #6067267
My Commission Expires
March 18, 2023

EXHIBIT A
SECTION NO. 24
BLOCK NO. 37, T-3-S
ABSTRACT NO. 954
T&P & RR. CO. SURVEY
MIDLAND COUNTY, TEXAS



LINE	BEARING	DISTANCE
L1	N 77°29'19" E	218.39'
L2	N 36°11'46" E	787.60'
L3	N 53°17'51" E	2816.07'
L4	N 60°25'36" E	620.56'
L5	N 75°07'00" E	465.28'
L6	N 11°03'02" W	89.59'

CENTERLINE COORDINATES		
DESC.	NAD 83 LAT	NAD 83 LON
B.O.L.	N:31°52'08.406"	W:101°48'36.982"
E.O.L.	N:31°52'37.411"	W:101°47'52.105"

CENTERLINE R.O.W. QUANTITIES	
FEET (GRID)	RODS (GRID)
4997.49	302.88

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 14th day of February 2020, Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Engineers and Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

This survey was conducted without the benefit of a current title commitment, other easements and restrictions may apply.

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83.
-Distances must be multiplied by a combined scale factor of 1.0001288 to obtain surface distances.
ANY USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL
LAND SURVEYOR

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING.

LEGEND	
B.O.L.	= BEGINNING OF LINE
E.O.L.	= END OF LINE
P.I.	= POINT OF INTERSECTION
(CM)	= CONTROLLING MONUMENT
—X—	= WIRE FENCE
—E—	= OVERHEAD ELECTRIC

SCALE: 1" = 1000'
1000 500 0 1000 2000
GRAPHIC SCALE

REVISED: 10/06/21 LINE QUANTITIES AND SIZE
FIELD DATE: 02/14/20
SCALE: 1"= 1000' | DATE: 01/08/21
DRWN: BEM | APPVD: JPK | CREW: DC
PROJ. NO. 16-024-AS24-37-PROPOSED 30' ROW, FP, AND LEASE ROADS
PACKET 24.15

ENVIRONMENTAL DISPOSAL SYSTEMS
PROPOSED 30' R.O.W.
(4 TEMPORARY LAYFLAT PIPELINES)
LOCATED IN SECTION 24,
BLOCK 37, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

BISON CREEK
LAND SERVICES, LLC
WWW.BISON-CREEK.COM
COPYRIGHT 2021
FIRM LICENSE NO. 10193880
November 16, 2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2021

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 McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 713-877-8975 **FAX (A/C, No):** 713-877-8974 **E-MAIL ADDRESS:**
INSURED Endeavor Energy Resources, L.P. and Per Attached Named Insureds 110 N Marienfeld, Suite 200 Midland, TX 79701	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The First Liberty Insurance Corporation — 33588 **INSURER B :** Liberty Insurance Corporation — 42404 **INSURER C :** Starr Indemnity & Liability Company — 38318 **INSURER D :** Westchester Fire Insurance Company — 10030 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** DWRGLP65 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:			EB6-641-443771-111	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ $ $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AS6-641-443771-101	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	☐ UMBRELLA LIAB ☒ OCCUR X EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			1000095483211	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-64D-443771-091	11/01/2021	11/01/2022	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
D	Excess Liability $5m xs $5m			G27918748007	11/01/2021	11/01/2022	Each Occurrence Aggregate	$ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to 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 R Michael Breedlove, Jr

PACKET 24.16 November 16, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, Inc.	INSURED Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 10/29/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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City Council Meeting

Item Number: 25

Meeting Date: November 16, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (21-317-043) with WTG North Permian Midstream LLC, Regarding City-owned property described as Section 36, Block 39, and Sections 33 and 34, Block 38 Township 1 North, T&P RR Co. Survey, Martin County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

Right of Way License dated November 1, 2011, granted a 60' wide right of way to WTG Gas Processing, L.P., of which WTG North Permian Midstream, LLC is the successor in interest. This Right of Way License updates and replaces the previously granted license and terms for the continued operation of said pipeline. Previous license had rate increases agreed to by both parties noted to be paid at time of renewal.

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,

Pipeline: rate agreed to in previous license - 5-year initial term = $31,250.00

Surface Damage Fee: existing pipeline

Total Collected: $32,250.00

Discussion:

This private use, 16” polyethylene 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 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: November 17, 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: WTG North Permian Midstream LLC

Licensee's Representative: **David B. Freeman**

Licensee's Mailing Address: 211 N. Colorado St.
Midland, Texas 79701

Property: See **Exhibit A** attached hereto and incorporated herein for all purposes.

License Number: 21-317-043

Licensee desires use of property owned by Licensor in Martin 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 TWO HUNDRED FIFTY and No/100 Dollars ($31,250.00) 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 sixty (60) 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 polyethylene pipeline, not to exceed sixteen (16) inches in diameter, for the transportation of natural gas and to have the right of ingress and egress at convenient points for such purpose. **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 it will bury the pipeline(s) to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such line shall be 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) shall be 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:
WTG NORTH PERMIAN MIDSTREAM LLC

By: _____
Printed Name: David B. Freeman
Title: VP, Business Developer

THE STATE OF Texas §
§
COUNTY OF Midland §

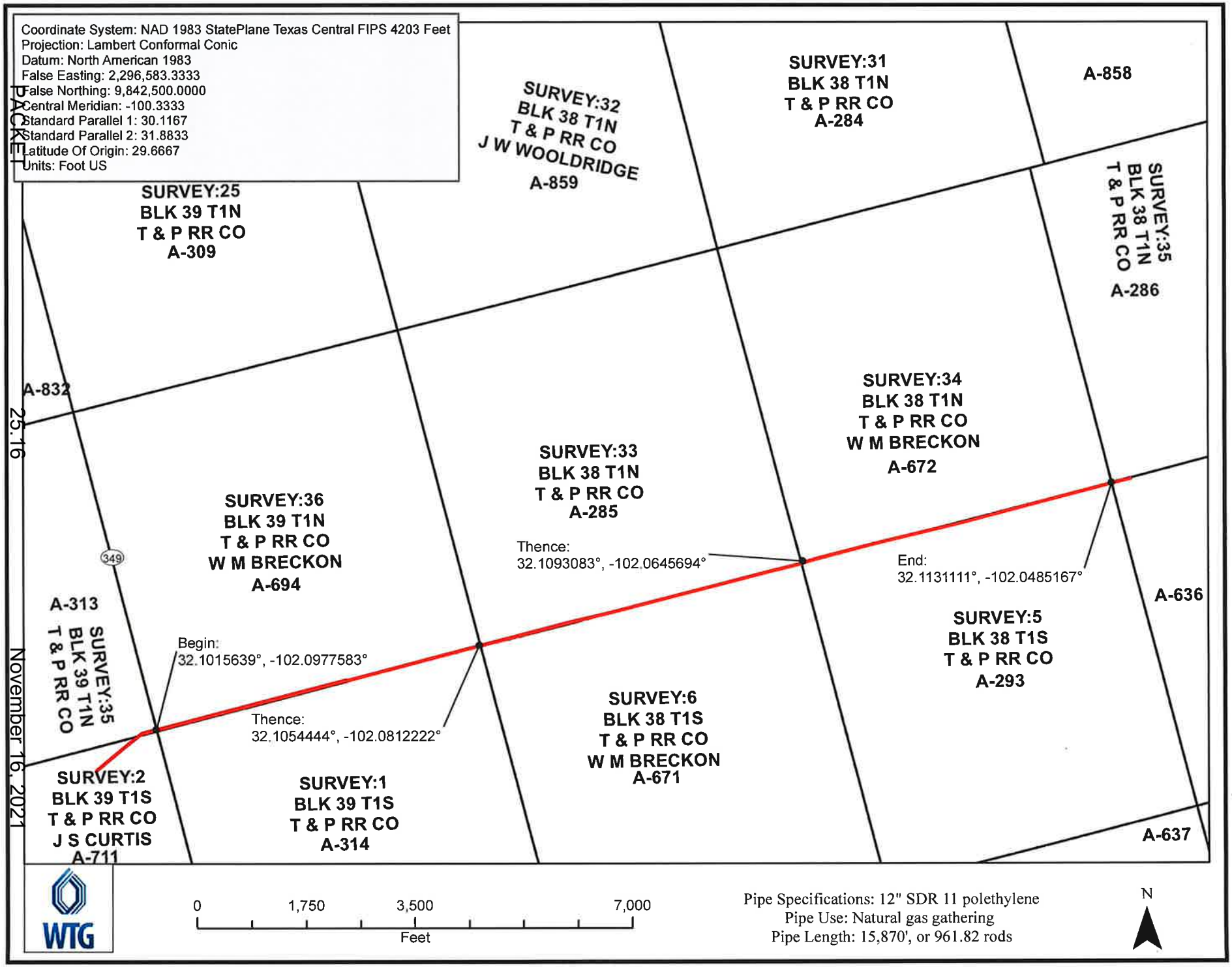
BEFORE ME, the undersigned authority, on this 25th day of October, 2021 personally appeared David B. Freeman an officer of WTG North Permian Midstream LLC known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of October, 2021.

_____
Notary Public, State of TX

SETH H CLARK
Notary ID #131850987
My Commission Expires
January 11, 2023

Exhibit A


Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
False Easting: 2,296,583.3333
False Northing: 9,842,500.0000
Central Meridian: -100.3333
Standard Parallel 1: 30.1167
Standard Parallel 2: 31.8833
Latitude Of Origin: 29.6667
Units: Foot US
PACKET
25.16
November 16, 2021
SURVEY:25
BLK 39 T1N
T & P RR CO
A-309
SURVEY:32
BLK 38 T1N
T & P RR CO
J W WOOLDRIDGE
A-859
SURVEY:31
BLK 38 T1N
T & P RR CO
A-284
A-858
SURVEY:35
BLK 38 T1N
T & P RR CO
A-286
A-832
SURVEY:34
BLK 38 T1N
T & P RR CO
W M BRECKON
A-672
SURVEY:33
BLK 38 T1N
T & P RR CO
A-285
SURVEY:36
BLK 39 T1N
T & P RR CO
W M BRECKON
A-694
349
A-313
SURVEY:35
BLK 39 T1N
T & P RR CO
Thence:
32.1093083°, -102.0645694°
End:
32.1131111°, -102.0485167°
A-636
SURVEY:5
BLK 38 T1S
T & P RR CO
A-293
Begin:
32.1015639°, -102.0977583°
Thence:
32.1054444°, -102.0812222°
SURVEY:6
BLK 38 T1S
T & P RR CO
W M BRECKON
A-671
SURVEY:2
BLK 39 T1S
T & P RR CO
J S CURTIS
A-711
SURVEY:1
BLK 39 T1S
T & P RR CO
A-314
A-637
WTG
0
1,750
3,500
7,000
Feet
Pipe Specifications: 12" SDR 11 polethylene
Pipe Use: Natural gas gathering
Pipe Length: 15,870', or 961.82 rods
N

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2021

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	CONTACT NAME: Meredith Marshall
Arthur J. Gallagher & Co. Six Desta Dr., Ste. 5900 Midland TX 79705	PHONE (A/C, No, Ext): 432-640-0563 FAX (A/C, No): E-MAIL ADDRESS: meredith_marshall@ajg.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
West Texas Gas, Inc.; WTG Fuels, LLC; WTG Hugoton; Davis Gas Processing; WTG Gas Processing;Aztec Gas, 211 N. Colorado Midland TX 79701	INSURER A : Liberty Mutual Fire Insurance Company	23035
	INSURER B : Liberty Insurance Corporation	42404
	INSURER C : AXIS Surplus Insurance Company	26620
	INSURER D : XL Specialty Insurance Company	37885
	INSURER E : Arch Insurance Company	11150
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 340682869 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X $1,000,000 X WOS # Page 2 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	Y	Y	EB2-641-444989-031	5/31/2021	5/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution S & Acc	$ 2,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 5,000,000 $ 5,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444989-011	5/31/2021	5/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B C E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			TH7-641-444989-061 P-001-000139289-03 81UFP5032100	5/31/2021 5/31/2021 5/31/2021	5/31/2022 5/31/2022 5/31/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444989-021	5/31/2021	5/31/2022	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
D	Rented/Leased Equipment			UM00088336MA21A	5/31/2021	5/31/2022	Per Item/Occurrence	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached for Additional Wording Continued on Page 2

Certificate Holder is an Additional Insured as respects General Liability, Automobile, and Umbrella policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

Waiver of Subrogation applies to certificate holder, as respects Workers' Compensation, General Liability, Automobile, and Umbrella policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

The Workers Comp Policy includes a blanket Alternate Employer endorsement, pursuant to and subject to the policy's terms, definitions, conditions and See Attached...

CERTIFICATE HOLDER

CITY OF MIDLAND
300 N Loraine
Midland TX 79702
USA

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

PACKET 25.17 November 16, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher & Co.	West Texas Gas, Inc.; WTG Fuels, LLC; WTG Hugoton; Davis Gas Processing; WTG Gas Processing;Aztec Gas, 211 N. Colorado Midland TX 79701
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

exclusions.

The General Liability Policy contains a special endorsement with Primary and Non-contributory wording, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

The General Liability Policy includes Sudden & Accidental Pollution Coverage with $2,000,000 Limit.

The Business Auto Policy includes Pollution Liability - Broadened Coverage for Covered Autos per Endorsement CA9948.

The Business Auto Policy includes Form MCS-90.

GL Additional Insured Endorsement #LC 24 20 11 18
GL Additional Insured – Completed Ops Endorsement #CG 20 37 19
GL Primary Endorsement #CG2001 04/13
GL Waiver of Subrogation Endorsement #CG2404 05/09

Auto Additional Insured Endorsement #CA2048 10/13
Auto Primary Endorsement #AC8423 08/11
Auto Waiver of Subrogation Endorsement #CA0444 10/13

30 Day Notice of Cancellation for all policies listed.

Umbrella/Excess follows form to underlying general liability, auto liability and employers liability listed.

Additional Named insureds: Ledco Gas Gathering, LLC; WTG South Permian Midstream, LLC; WTG North Permian Midstream, LLC; Sundance Fuels, Inc.; WTG Gas Transmission Company; WTG Corporate Services; WTG Midstream LLC; WTG Midstream Vehicles, LLC; WTG Gas Processing, LLC

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City Council Meeting

Item Number: 26

Meeting Date: October 26, 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 GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,494-SQUARE FOOT PORTION OF LOT 18, BLOCK 1, PROVIDENCE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 496 FEET NORTH OF WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Yuanbing Gan, is requesting a Specific Use Designation with term for the sale of alcoholic beverages for on-premises consumption in a restaurant at 3303 N. Midkiff Street, Suite 152, Midland, Texas 79705.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property is located at 3303 N. Midkiff Road, Suite 152 in a RR, Regional Retail District. The property to the north is zoned SF-2, Single-Family Dwelling District and is utilized for single-family housing. The property to the east is zoned RR, Regional Retail District and is utilized for a variety of retail shops. The property to the south is zoned as PD, Planned Development and is the location of H-E-B. The property to the west is zoned SF-2 Single-Family Dwelling District and is utilized as single-family housing.

Analysis:

Kuo's Chinese Restaurant is requesting a Specific Use Designation to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned RR, Regional Retail District, which allows for the sale and on-premises consumption of alcoholic beverages with the approval of a Specific Use Designation.

Kuo's Chinese Restaurant is currently not in operation and does not have a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 2,494 square feet, with an alcohol serviceable area of 1,350 square feet. The site currently has adequate parking and restroom facilities.

The restaurant will have the following hours of operation and alcohol service:

Monday through Sunday: 11:00 a.m. to 9:45 p.m

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches or schools within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objections.

Building Code: (Approved)

No objections.

The SUD for Kuo's is acceptable. The property must adhere to the current maximum occupant load of 56 persons. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

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) Kuo's Chinese Restaurant will create a sophisticated atmosphere where Midland Residents can relax and enjoy drinks with their meal.

This request was approved at the October 18, Planning and Zoning Comission meeting.

This request meets all requirements; therefore, staff recommends approval of the request for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

Conditions:

A. **That the alcoholic serviceable area of the restaurant shall be limited to approximately 1,350 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday Through Sunday from 11:00 a.m. to 9:45 p.m.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

E. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

F. **That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.**

G. **That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of October 20, 2021, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,494-SQUARE FOOT PORTION OF LOT 18, BLOCK 1, PROVIDENCE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 496 FEET NORTH OF WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 2,494-square foot portion of Lot 18, Block 1, Providence Park 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 With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,350 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 9:45 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

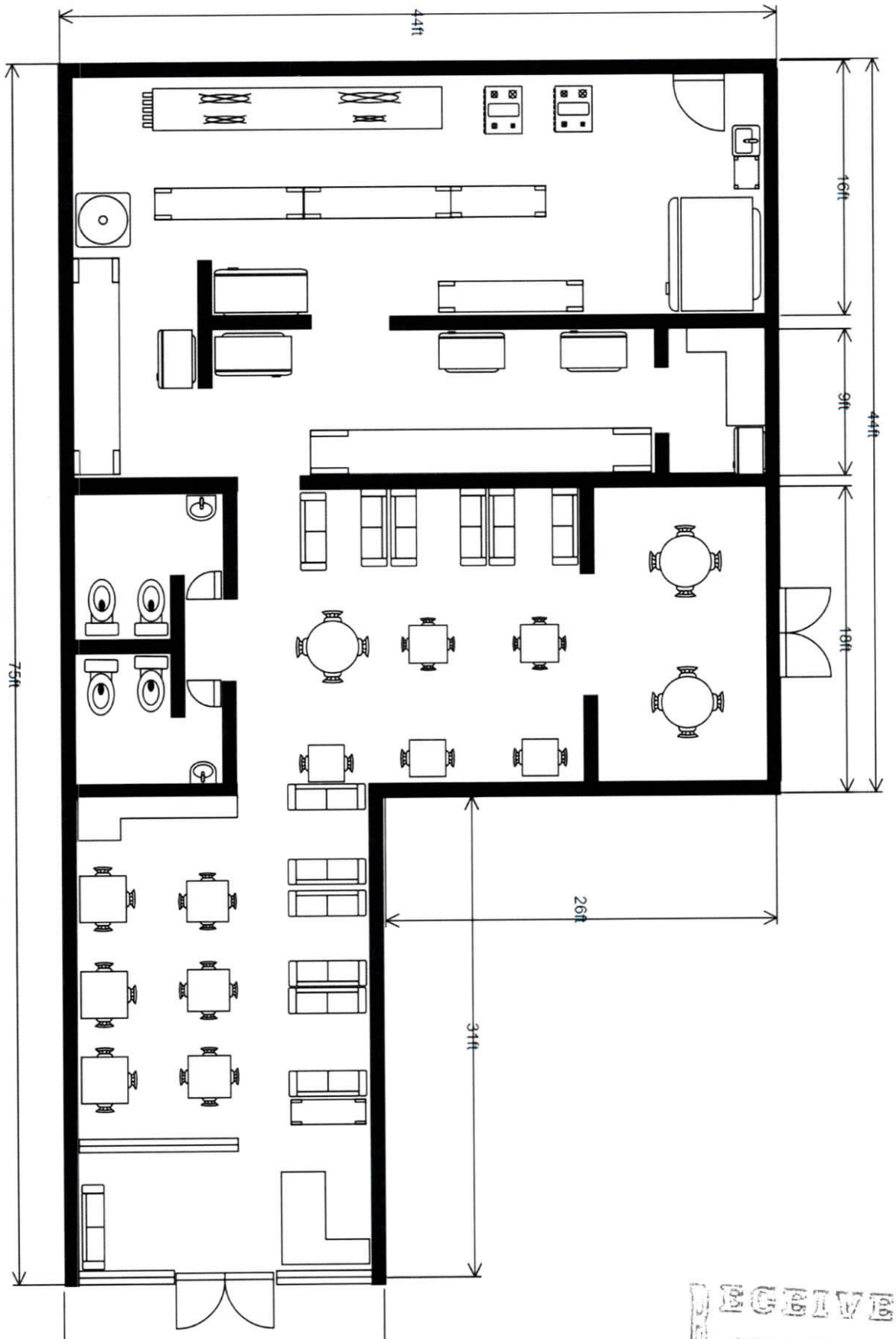
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

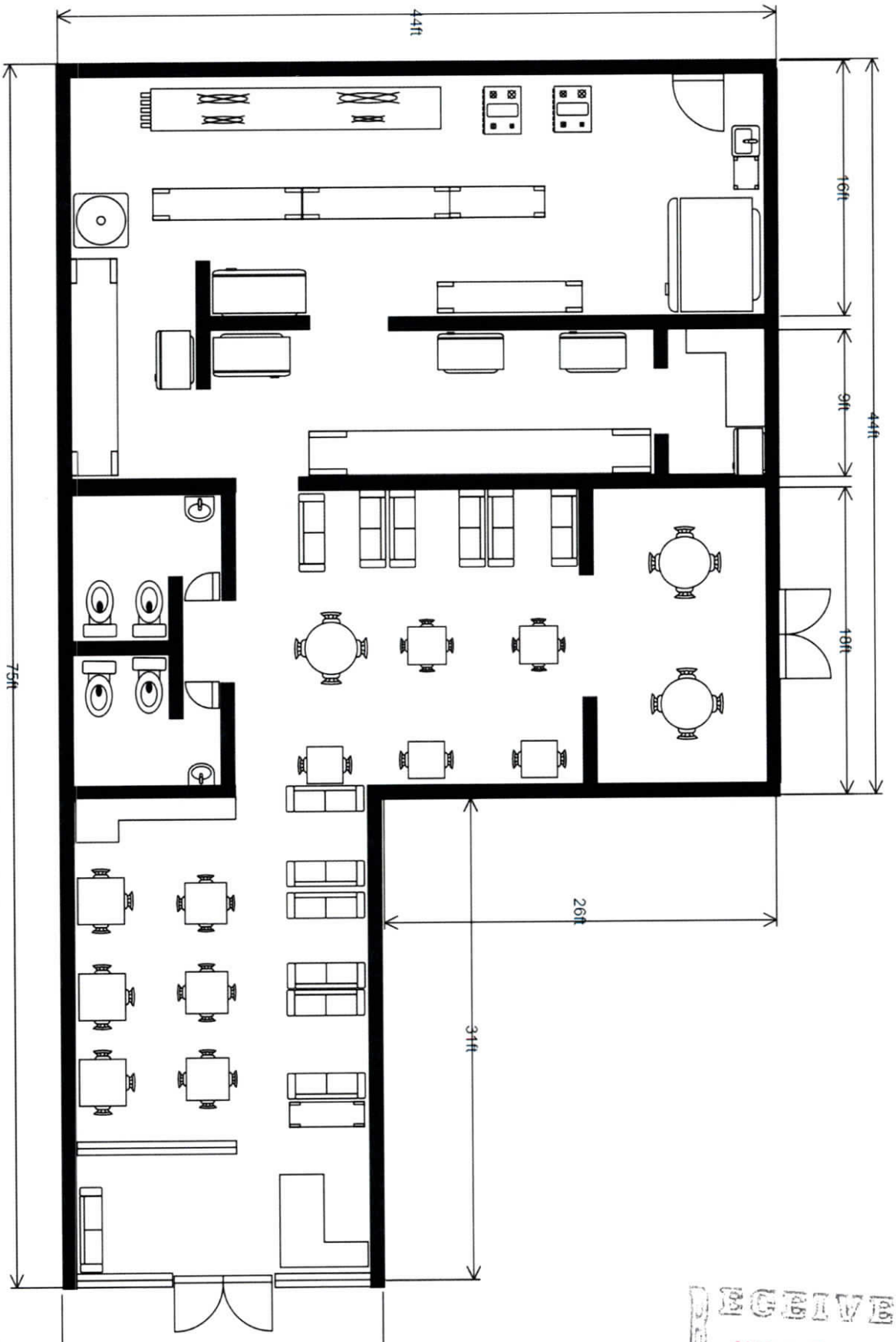
_____
John Ohnemiller, City Attorney

EXHIBIT A



RECEIVED
AUG 17 2021

EXHIBIT A



RECEIVED
AUG 17 2021

SITE PLAN

EXHIBIT B



MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number:
Case Number: SUD-21-0114

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Yuanbing Gan		Phone (432) 853-3939 Email Gubbbbby524@gmail.com	
Address 3303 North Midkiff #152	City Midland	State TX	Zip 79705
Property Owner Printed Name: Daniel Fuller		Phone (214) 960-2856 Email jay@shpcompanies.com	
Address 4809 Cole Avenue, Suite 330	City Dallas	State TX	Zip 75205
Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 3303 North Midkiff #152, Midland Tx 79705

Business Name: Kuo's Chinese Restaurant

Legal Description Lot: 18 Block: 1 Subdivision: Providence Park

Current Zoning: RR, Regional Retail

Reason for Request: Applying for Alcohol License

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant.

Proposed/Current Days and Hours of Operation: Tue - Sun 11:00 - 2:15, 5:00 - 9:45

Proposed Days and Hours of Alcohol Service: ~~Tue~~ Sun 11:00 ~~2:15~~, ~~5:00~~ - 9:45 p.m

Total Square Footage of Business: ~~2850~~ 2,482

Square Footage of Alcohol Serviceable Area: ~~2850~~ 846

Restroom Fixtures:	*Men*	**Toilets/Urinals:**	2 / 1	**Bathroom Sinks:**	1
	Women	**Toilets:**	2	**Bathroom Sinks:**	1

RECEIVED
AUG 17 2021
BY: .....

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Yuanbing Gan	Date: 05/17/2021
Applicant (printed): Yuanbing Gan	
Property Owner (signature):	Date: 8-16-21
Property Owner (printed): D.A. Riley, J.	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared Yuanbing Gan who, being by me duly sworn, upon oath says: That (s)he is authorized by Daniel Fuller, 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.

Yuanbing Gan
Authorized Agent (*signature*)

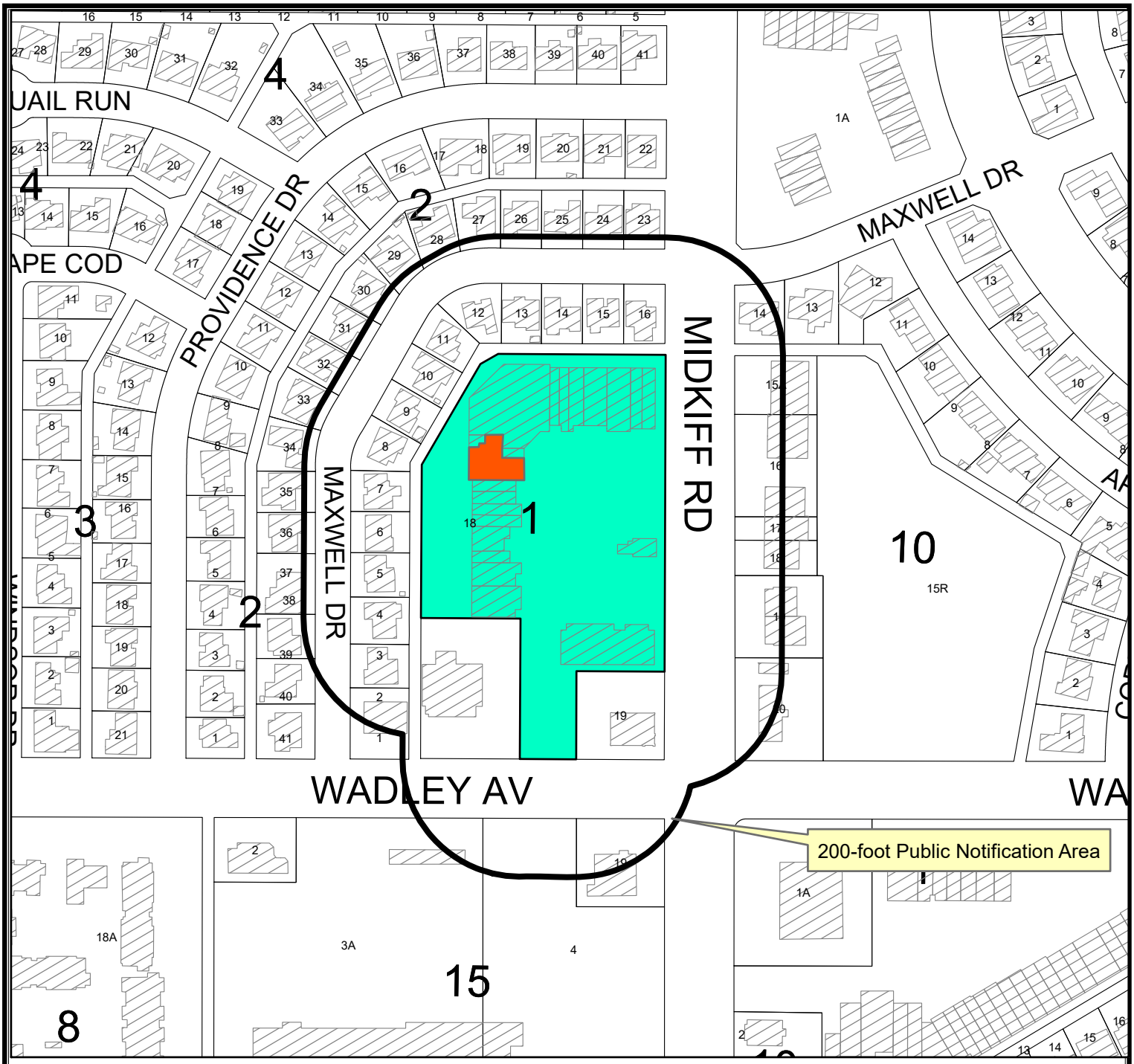
Subscribed and sworn to before me, this 17 day of August, 2021, to certify which witness my hand and seal of office.

MIRNA A. GRANADOS
Notary Public, State of Texas
Comm. Expires 04-07-2024
Notary ID 130610784

Mirna A. Granados
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

RECEIVED
AUG 17 2021
BY: .....



LOCATION MAP

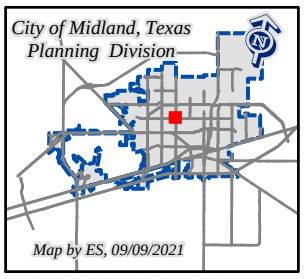
Z-21-0260 **Scale: 1" = 1,500'**

Consider a request by Kuo's Chinese Restaurant, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 2,494 square foot portion of Lot 18, Block 1, Providence Park Addition, City and County of Midland, Texas.

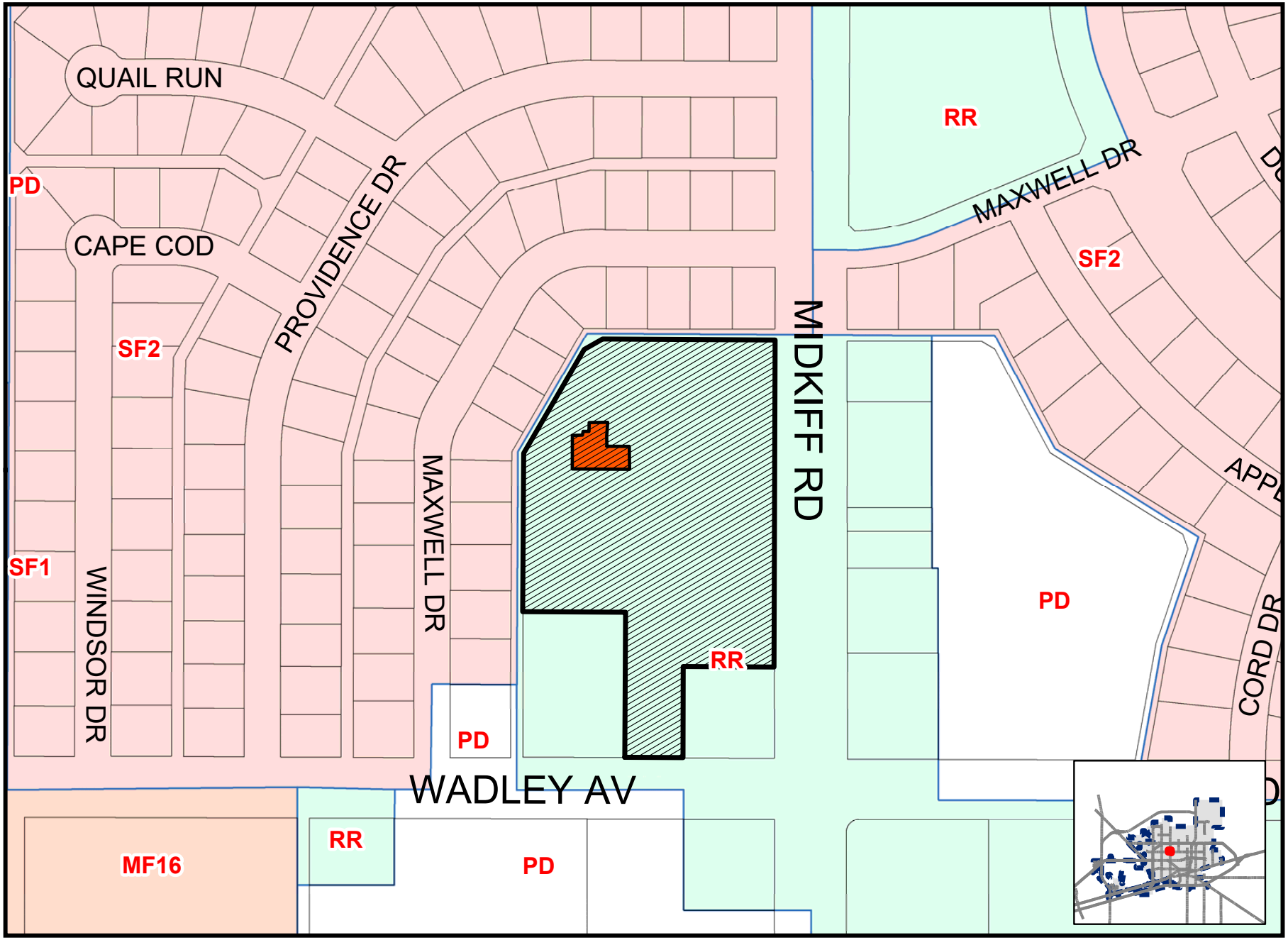
Generally located on the northwest corner of the intersection of W. Wadley Avenue and N. Midkiff Road - (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



November 16, 2021



Map By ES, 9/9/2021

Z-21-0260

Scale: 1" = 200'

ZONING MAP

PACKET
26.15
November 16, 2021




A&A NAILS


CNB
Community National Bank
ATM



City Council Meeting

Item Number: 27

Meeting Date: October 26, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manager

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 2, WESTRIDGE PARK ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF ANDREWS HIGHWAY FRONTAGE ROAD, APPROXIMATELY 197 FEET EAST OF 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 is requesting this zone change to LR, Local Retail District, for a future dental office.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The property to the north across Andrews Highway is zoned SF-1, Single-Family Dwelling District and the location of residences. The property to the east is zoned RR, Regional Retail

District and the location of H-E-B Gas Station. The property to the south is zoned PD, Planned District for a Shopping Center, and the location of a parking lot. The property to the west is zoned LR, Local Retail District, and the location of a gas station.

Analysis:

The property is located at 5509 Andrews Highway and is currently zoned PD, Planned District for a Shopping Center (regulated by Ordinance No. 6621). The applicant, PREG Development, LLC, is requesting this zone change to LR, Local Retail District, for a future dental office.

As shown on the site plan, hereto as Exhibit A, there will be (37) thirty-seven parking spaces, of which (2) two will be ADA accessible spaces. The total square footage for the proposed development is approximately 6,000 square feet.

This proposed project has been circulated to and reviewed by 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 objections 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.

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 Future Land Use map in the Tall City Tomorrow Comprehensive Plan identifies this region as a Special Study Area, which is an area where there may be multiple possibilities for development. The development has been directed toward retail. It creates a buffer and serves the surrounding neighborhood; therefore, this development will continue its purpose of serving its community needs.

This request has been recommended for approval by a unanimous vote at the October 4, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from PD, Planned District for a Shopping Center to LR, Local Retail District, subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the LR, Local Retail District, except as stated below.**

Letters of Objection:

As of October 20, 2021, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
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 2A, BLOCK 2, WESTRIDGE PARK ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF ANDREWS HIGHWAY FRONTAGE ROAD, APPROXIMATELY 197 FEET EAST OF 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 2A, Block 2, Westridge Park Addition, Section 8, City and County of Midland, Texas (the "Property") to LR, Local Retail District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to LR, Local Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

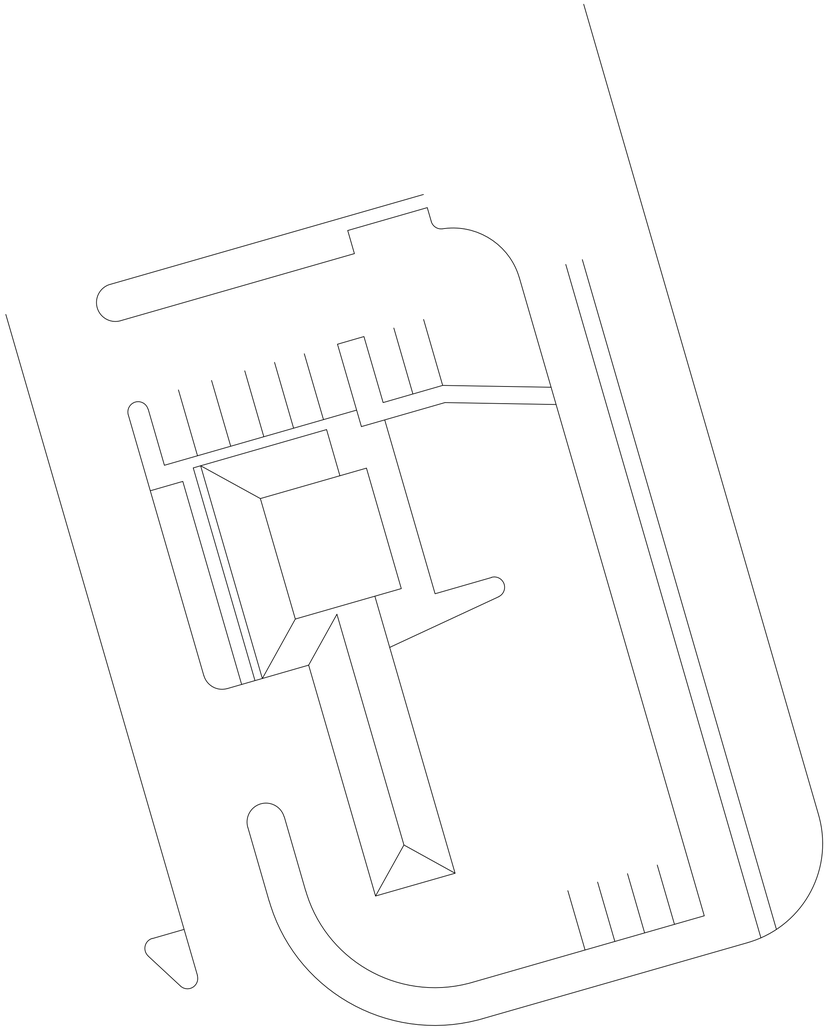
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

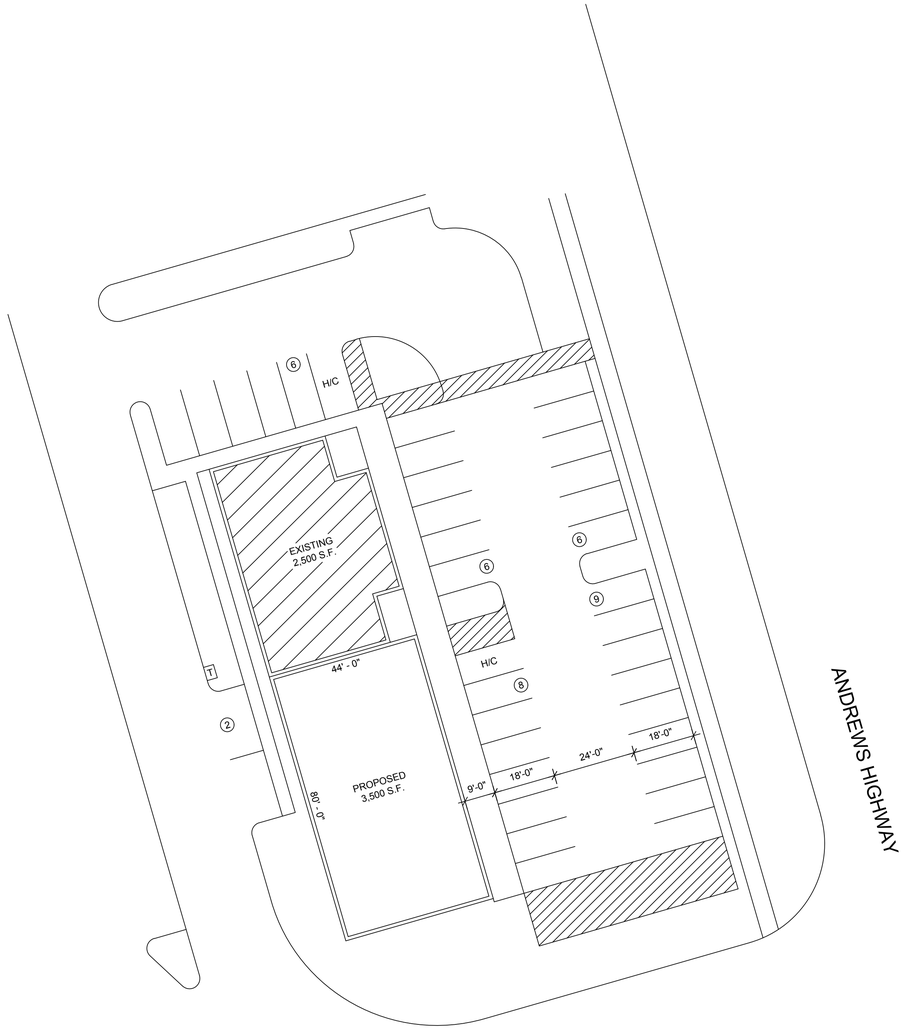
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT A



2 EXISTING SITE PLAN
SCALE: 1:20



1 ARCHITECTURAL SITE PLAN
SCALE: 1:20

ISSUE:
OWNER REVIEW: 07-13-2021

COPYRIGHT NOTICE:
These drawings and specifications are copyrighted and subject to copyright protection as an "architectural work" under sec. 102 of the copyright act, 17 u.s.c. as amended december 1990. The protection includes, without limitation, the overall form, arrangement and composition of spaces, and elements of the design. Unauthorized use of these drawings and specifications may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Reproduction, publication or use without permission is prohibited. State law and common law copyright protection may also protect these drawings and specifications, and violations may be enforced under those laws as well. These drawings and specifications may not be changed or used for any other project, for additions to this project, or for completion of this project by others, without prior written consent of carroll architects, inc. Submission or distribution of these documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the architect's reserved rights. Unauthorized use of these documents may be subject to civil liability, criminal prosecution, and/or monetary liability.

OFFICE ADDITION & REMODEL FOR
PRACTICE REAL ESTATE GROUP
5509 Andrews Highway
Midland, Texas 79706

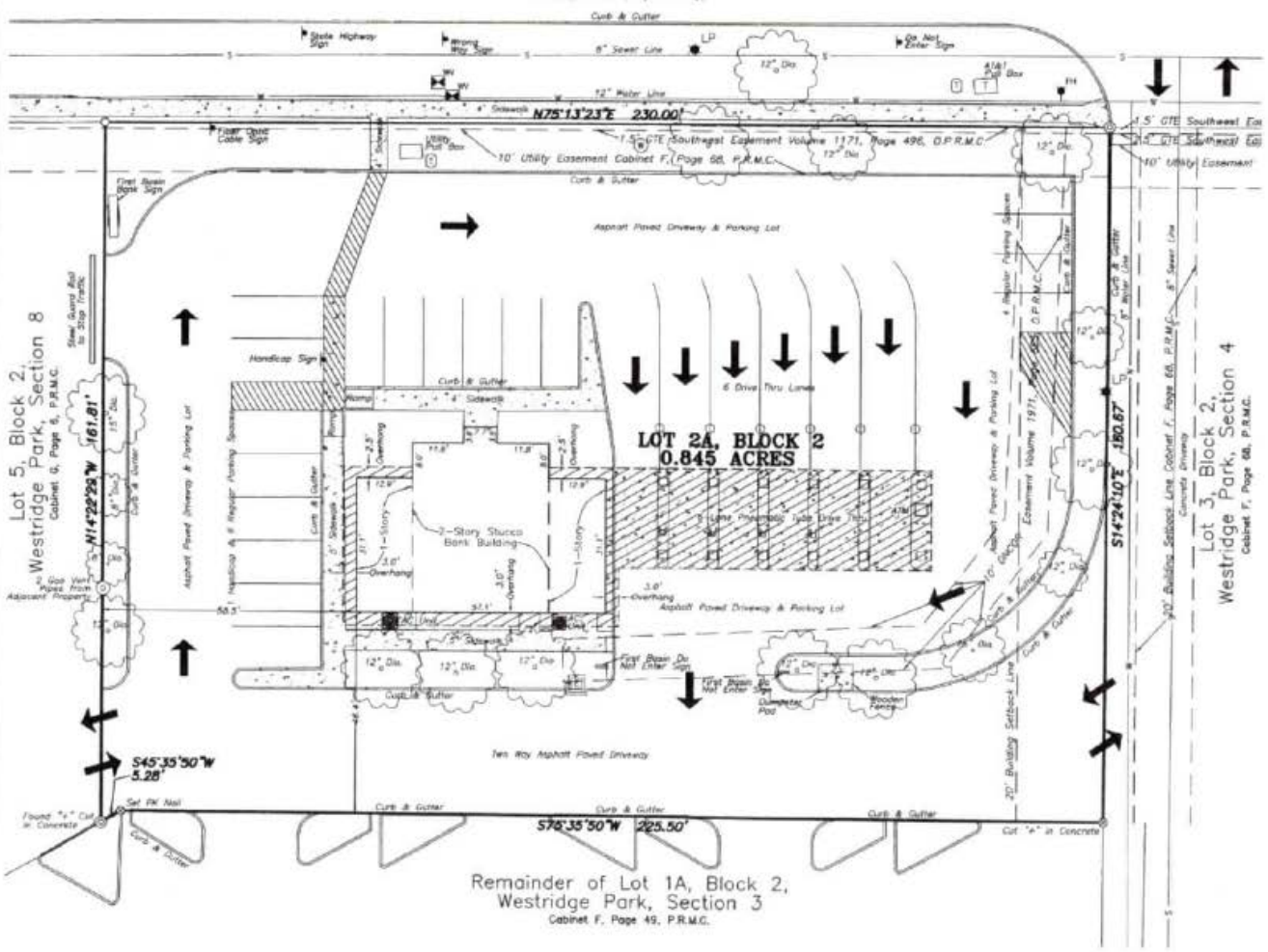
PRACTICE REAL
ESTATE GROUP

CARROLL architects
750 E. Interstate 30
Suite 110
Rockwall, TX. 75087
t. 972.732.6085
f. 972.732.8058

ARCHITECTURAL SITE PLAN

DATE: JULY 2021
PROJECT NO: 2021043
DRAWN BY:
CHECKED BY:
SHEET NO: A100

Exhibit "B"



LEGEND OF SYMBOLS

- = Set 1/2" Iron Rod with Plastic Cap marked "PLS 1974"
- = Found 1/2" Iron Rod with Plastic Cap marked "PLS 1974"
- = Cut "+" in Concrete unless noted otherwise
- = Fire Hydrant
- = Water Valve
- = Light Pole
- = Transformer
- = Pneumatic Tube Receiver
- = Communications Pedestal
- = 6" Bollard
- = Tree with Diameter Shown
- = Concrete
- = Awning/Building Overhang
- = No Parking
- = Direction of Traffic Flow

N

GRAPHIC SCALE IN FEET
0 20' 40' 60'
Scale: 1"=20'



VICINITY MAP – NOT TO SCALE

Drawing File: Westridge8L2AB2.Dwg
Crd File: Westridge8L2AB2.Crd
Drawn by: Gene M. Rodriguez
Scale: 1"=20'
Date: 7/28/21

PIPER SURVEYING
P.O. Box 60432, Midland, Texas 79711
(432)580-7810, Fax (432)560-0312
Firm No. 10155200

"T.S.P.S. CATEGORY 1A, LAND TITLE SURVEY"

5509 ANDREWS HIGHWAY

LOT 2A, BLOCK 2,
WESTRIDGE PARK ADDITION, SECTION 8,
AN ADDITION TO THE CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN
CABINET G, PAGE 6, PLAT RECORDS OF MIDLAND COUNTY, TEXAS

EXCEPTIONS LISTED IN SCHEDULE B OF TITLE COMMITMENT NO. 48802117661 ISSUED BY CHICAGO TITLE INSURANCE COMPANY ON JULY 15, 2021 WITH AN EFFECTIVE DATE OF JULY 2, 2021

1) The Covenants, conditions and restrictions recorded in Cabinet G, Page 6, Plat Records of Midland County, Texas does affect subject property as shown when possible or are unplottable. (Item 1 in said Title Commitment.)

3) The following all according to the plat recorded in Cabinet G, Page 6, Plat Records of Midland County, Texas:

i. The Ten (10) foot Utility Easement along the North property line does affect subject property as shown.
ii. The 1.5' GTE Easement along the North property line does affect subject property as shown.
iii. The Blanket easement of ingress and egress to the City of Midland for garbage and trash collection and location and maintenance of trash containers, Save and Except those areas occupied by a building or structure. No construction shall commence on lots until exact location of containers and the easement in connection therewith have been selected and approved by the Director of Utilities does affect subject property in a blanket manner and is unplottable.
iv. Reciprocal Right for access and parking between Lots 1A, 2A, 3 & 5, Block 2, in all locations except where otherwise obstructed by a building. No physical barriers will be erected that would restrict vehicular traffic between lots, said Reciprocal Rights, recorded in Volume 886, Page 738, Deed Records of Midland County, Texas does affect subject property in a blanket manner and is unplottable.
v. Two parcels of Lot 1A, Block 2, Westridge Park Addition were vacated by a parcel subdivision Plat vacation as recorded in Volume 1205, Page 122, Official Records of Midland County, Texas does affect subject property in a blanket manner and is unplottable.
vi. Any utility company, developer or other entity installing, repairing, maintaining or relocating a utility line or permanent improvement within utility easements must restore the premises as nearly as possible to its original condition following any such work at its sole expense does affect subject property in a blanket manner and is unplottable.
vii. 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 does affect subject property in a blanket manner and is unplottable. (Item 10b in said Title Commitment.)

4) Negative Covenant executed by SBC Corporation etal, dated September 23, 1985, recorded in Volume 783, Page 429, Deed Records, Midland County, Texas does affect subject property in a blanket manner and is unplottable. (Item 10c in said Title Commitment.)

5) Reservation and Grant of Easements and Utility and Development Agreement in Deed dated March 21, 1986, recorded in Volume 886, Page 738, Deed Records and Ammendment thereto recorded in Volume 2548, Page 146, Official Records of Midland County, Texas do affect subject property in a blanket manner and is unplottable. (Item 10d in said Title Commitment.)

6) Easement and Right of Way to Texas Electric Service Company, recorded in Volume 900, Page 593, Deed Records, Midland County, Texas does not affect subject property. (Item 10e in said Title Commitment.)

7) Easement and Right of Way to GTE Southwest Incorporated, recorded in Volume 1171, Page 496, Deed Records of Midland County, Texas does affect subject property as shown. (Item 10f in said Title Commitment.)

8) Easement and Right of Way to Oncor Electric Delivery Company, recorded in Volume 1971, Page 885, Official Records, Midland County, Texas does affect subject property as shown. (Item 10g in said Title Commitment.)

GENERAL NOTES

1) Based on the U.S. Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, Community Number 480477, Sheet Number 48329C0200 F, with an effective date of September 27, 1991 and revised September 16, 2005, the surveyed property is not located in a special flood hazard area according to the map. The flood zone classification for the surveyed property is Zone X.

2) The Premises consists of 36,793 square feet or 0.845 acres.

3) The Six Islands along the South property lines Encroach onto Subject Property.

4) The Premises has direct physical access to State Highway 191 Frontage Road and Tradewinds Boulevard via said reciprocal access easement, both public streets.

STATE PLANE COORDINATE NOTE

Bearings shown on this plat are relative to the previous recorded plat plats of Westridge Park Addition, Sections 2, 3, 4, 5, and 6. To convert to 1983 NAD (Central Zone) Texas State Plane Coordinate Grid bearings rotate clockwise 00°00'15". Distances shown on this plat are average horizontal surface distances. To reduce to grid distances, multiply by the area combined grid factor of 0.99989787. Coordinates shown are NAD 1983/86, Central Zone, State Plane Coordinates based on the City of Midland Control Monuments "GPS 3590" and "GPS 191 158" as published in U.S. Survey Feet.

SURVEYOR'S CERTIFICATE

To: PREG Development LLC; Medical Community Credit Union; Chicago Title Insurance Company and West Texas Abstract & Title Company that:

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition Urban Survey.
Last day of Field Survey is July 23, 2021.

J. Stan Piper
Registered Professional Land Surveyor #1974
Date: July 28, 2021

Prepared for:
First Basin Bank
3316 N. Midland Drive
Midland, Texas 79707

Continuation of Exhibit "B"



MIDLAND Planning Department

Zone Change/Planned District Amendment/Site Plan Approval

Project Number 2-21-0263

Case Number

Applicant *(if acting as Agent, see affidavit on page 2)*
Printed Name PREG Development, LLC
Phone (512) 914-1615
Email trac@practicerealestategroup.com
Address 1301 Capital of Texas Highway Suite C110 | City Austin | State TX | Zip 78746

Property Owner
Printed Name First Basin Credit Union
Phone (512) 914-1615
Email
Address 2740 N COUNTY RD WEST | City Odessa | State TX | Zip 79764

Representative *(if different from Applicant or Property Owner)*
Firm
Printed Name
Phone (512) 914-1615
Email
Address | City | State | Zip

Street Address: 5509 Andrews Hwy, Midland, TX 79706

Legal Description
Lot: Lot 2A Block: Block 2 Subdivision: Westridge Park Addition, Section 8

Current Zoning:
PD - Planned Development District

Proposed Zone: LR - Local Retail District
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Change of use from bank to dental office

Present Use of Property: Bank

Proposed Use of Property: Dental office

How would this zone change affect the public health, safety and welfare? There would be no effect to public health, safety, and welfare

Describe how conditions affecting the property have changed since present zoning designation: No conditions have changed other than the ownership and proposed use

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: 9/3/2021
Applicant (printed): Bracton Bledsoe	
Property Owner (signature):	Date: 9/2/2021
Property Owner (printed): Shem E. Culpepper for First Basin Credit Union	

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 Bracton TX 79701 Bledsoe who, being by me duly sworn, upon oath says: That (s)he is the owner of PragDev 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.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 3 day of September, 2021, to certify which witness my hand and seal of office

KIMBERLY J DAWSON
Notary Public, State of Texas
Comm. Expires 05-22-2022
Notary ID 12420148-9

Kimberly J Dawson

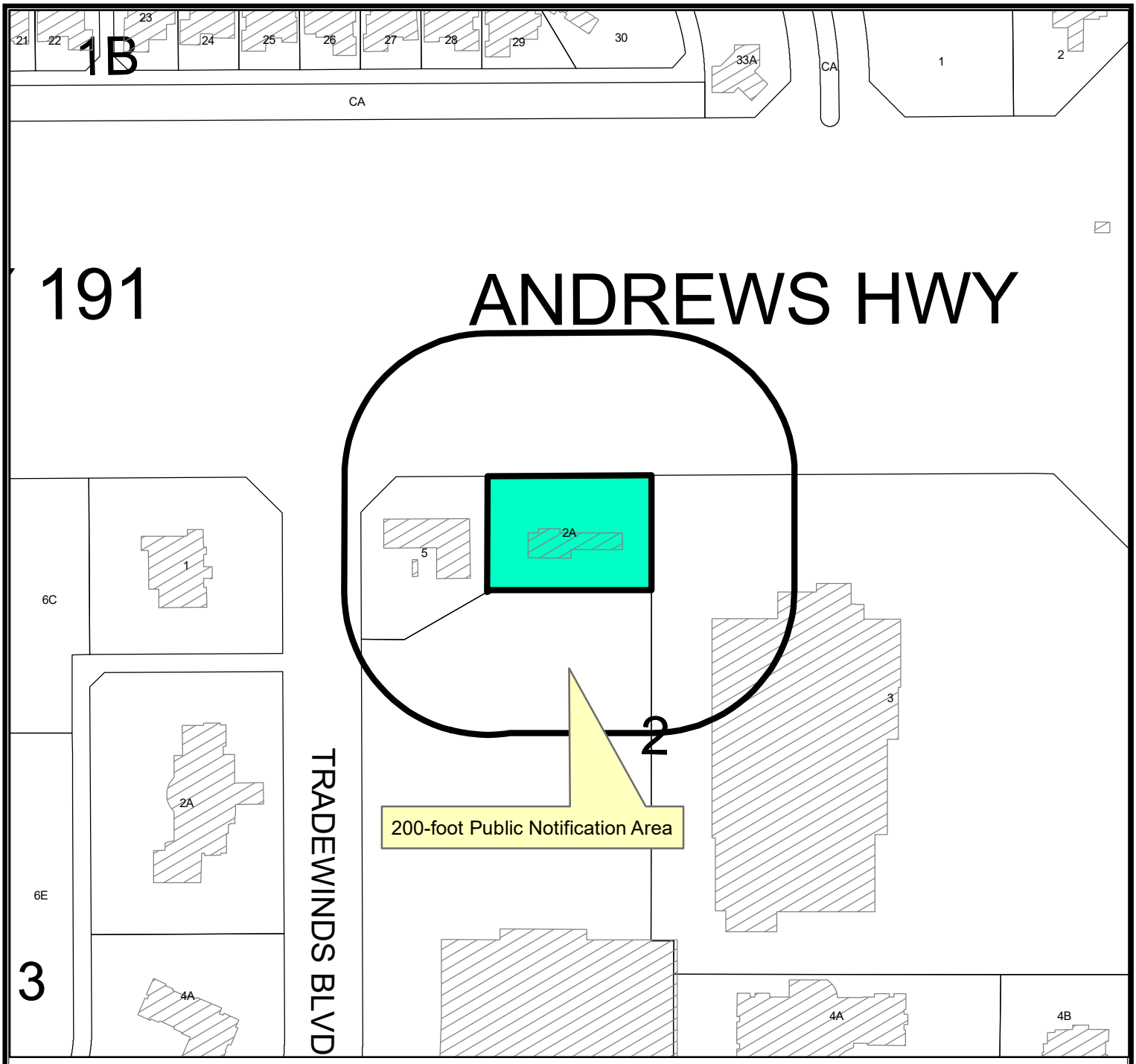
Bastrop
NOTARY PUBLIC, ~~MIDLAND~~ COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # Credit Card	
Received By: Emailed	Date:

RECEIVED
SEP 08 2021

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

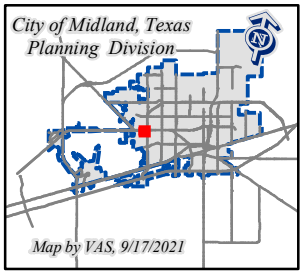
Z-21-0263 **Scale: 1" = 200'**

Consider a request by PREG Development, LLC, for a zone change from PD, Planned District for a Shopping Center, to LR, Local Retail District, on Lot 2A, Block 2, Westridge Park Addition, Section 8, City and County of Midland, Texas.

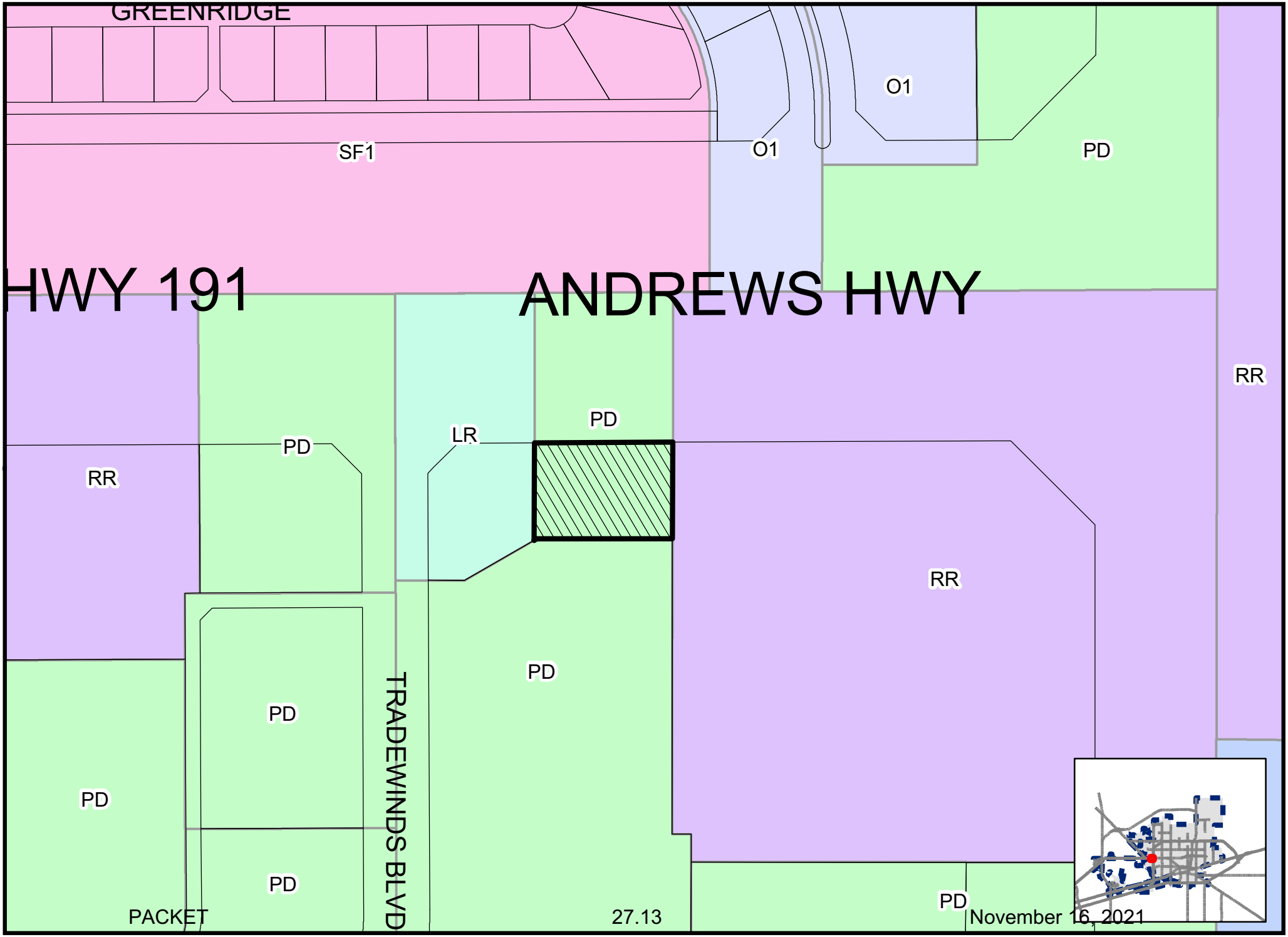
Generally located on the south side of Andrews Highway Frontage Road, approximately 197 feet east of Tradewinds Boulevard. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By VAS, 9/17/2021

Z-21-0263

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. 6621

AN ORDINANCE AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING THE PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED "AE", AGRICULTURE-ESTATE DISTRICT, TO BE USED AS A "PLANNED DISTRICT" FOR A SHOPPING CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; PROVIDING THAT THE PROPERTY SHALL BE IMPROVED ACCORDING TO THE SITE PLAN, ORDINANCES AND OTHER SPECIFICATIONS SET OUT AND REFERRED TO HEREIN; ADDING THE PROPERTY DESCRIBED HEREIN TO THE FIRE DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF ONE THOUSAND DOLLARS (1,000.00); 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 the "Planned District" set out hereinafter and subject to the conditions and restrictions set out hereinafter; and

WHEREAS, the Council, by Ordinance no. 4531, created a Fire District within the City limits of Midland, Texas, and adopted a Fire District map, appropriately shaded; and

WHEREAS, because of the less restrictive zoning being established for the property involved herein, the Council finds it to be in the public interest to amend the Fire District so as to add said premises thereto;

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 "AE", Agriculture-Estate District, and it shall be used as a "Planned District" for a Shopping Center, subject to the special conditions and restrictions hereinafter set out.

Said property is described as follows:

A 68.141 acre tract of land located in Sections 36 and 37, Block 40, T-1-S, T&P Ry. Co. Survey, Midland County, Texas, being more fully described by metes and bounds as follows:

Beginning at the intersection of the common line of said Sections 36 and 37, from whence the common SE corner of said Section 36 and the NE corner of said Section 37, bears N 75° 15' 15" E, a distance of 91.02 feet;

Thence S 14° 24' 08" E, along the old westerly right of way line of FM 1369 a distance of 1,970.59 feet to the SE corner of this tract;

Thence S 75° 35' 50" W a distance of 1,062.04 feet to a point at the most southerly SW corner of this tract;

Thence N 14° 24' 10" W a distance of 158.23 feet to a point of curvature, from whence a 1/2" iron rod with plastic cap marked "RPS-1974", bears N 75° 35' 50" E, a distance of 40.00 feet;

Thence around a curve to the left in a northwesterly direction with a radius of 320.00 feet, delta angle of 66° 42' 27", tangents of 210.63 feet, and chord bearing N 47° 45' 24" W, 351.87 and an arc length of 372.56 feet to a point of tangency;

Thence N 81° 06' 37" W a distance of 271.69 feet to the most westerly SW corner of this tract;

Thence N 8° 53' 23" E, a distance of 185.00 feet to a point of curvature;

Thence around a curve to the left in a northerly direction, with a radius of 515.00 feet, delta angle of 23° 40' 00", tangents of 107.89 feet, a chord bearing N 2° 56' 37" W, 211.22 and an arc length of 212.72 feet to a point of tangency;

Thence N 14° 46' 37" W, a distance of 1,274.99 feet to the NW corner of this tract;

Thence N 75° 13' 23" E along the north right of way line of State Highway No. 191 and the south boundary line of Grasslands Estates, Section 1, a distance of 1,398.30 feet to the NE corner of this tract;

Thence S 14° 24' 08" E along a projection of the old west right of way line of FM 1369 a distance of 250.04 feet to the place of beginning.

Note: Bearings and coordinates are relative to the Texas State Plane Coordinate System Central Zone with a combined grid factor of 0.9998625 and an average theta angle of -0° 56' 17".

SECTION TWO. That the property described in Section One hereof shall be subject to the following special conditions and restrictions:

1. That the use and development of this property shall conform in all respects to the "LR-2", Local Retail District, except as indicated otherwise on Exhibits "A", "B" or "C", attached hereto and made a part hereof for all legal purposes, or in other conditions of this ordinance.

2. That development of this property shall conform in all respects to said Exhibits "A", "B" and "C".

3. That a retail or wholesale membership club is permitted on this tract in the indicated location, identified on the site plan as "Sam's", subject to conformance to Exhibit "C" in all respects, and subject to the following special conditions:

(a) The "LR-2", Local Retail District shall govern the use of this property, except as otherwise stated in these conditions.

(b) Development of the Sam's building shall conform in all respects to said Exhibit "C" regarding front, side and rear elevations of the building. All doors of a metal material shall be painted a color which will match the concrete on either side of said doors.

(c) There shall be a single entrance/exit for the public and it shall correspond to the main entry door on the elevation. There shall be no customer pick-up area for vehicles permitted in the front of the store, adjacent to the main entry door. Emergency doors shall not be available for public use, except in emergency conditions.

(d) There shall be no customer pick-up permitted on the side of the building, as indicated on the site plan, where at-grade delivery only will be permissible (see side elevation). This at-grade delivery shall be limited to small vehicle delivery, such as fresh bakery goods and produce.

(e) The TMA, Tire Mounting Area, indicated on the side elevation, shall be an area devoted to tire, battery and automotive accessory installation, and minor automotive tune-up and repair. No other auto servicing use will be permissible within this area. All auto servicing will occur within the building. There shall be no storage of tires or other materials outside the building at any time, except as allowed within the screened tire storage area indicated on the west side elevation.

(f) There shall be no delivery of merchandise to any business or business location permitted from this business (Sam's).

4. A building materials sales store shall be permissible within this "Planned District", subject to the following special conditions:

(a) The building materials sales store shall be an integrated building attached to or abutting the principal mall building and shall not be a free-standing development.

(b) The exterior of the building shall conform in color and texture to the exterior of the main mall building.

(c) All exterior doors shall be painted a color which will match the concrete exterior wall.

(d) There shall be a single entrance/exit for the public and it shall correspond to the main entry door on the front elevation.

(e) All sales items will be carried through the main entrance and there shall be no customer pick-up for vehicles.

(f) Emergency doors shall not be available for public use, except in emergency conditions.

(g) There shall be no store delivery of sale items to any business or business locations permitted from this location.

(h) There shall be no outside storage area nor a garden center allowed in conjunction with the building materials sales store.

5. All screening walls shall conform in all respects to Exhibit "B", and shall provide an effective screen of all major refuse, loading/unloading delivery areas indicated on Exhibit "B". The screening wall shall match the color and texture of the walls provided for the mall itself.

6. Parking for this tract shall be accordance with Exhibit "A" in all respects, based upon the distribution of spaces indicated below (2371 spaces minimum):

(a) Gross leasable area of the Mall, excluding the Cinema and Outbuildings:

442,413 square feet divided by 1,000 square feet x 4.5 = 1,991 spaces

(b) The Cinema, associated with the Mall Building, with a maximum 1,758 seats = 30 spaces

(c) The Outbuildings, Numbered 1-4, shall provide the following minimum number of spaces each:

1:	83 spaces
2:	83 spaces
3:	92 spaces
4:	92 spaces
	350 Total

If used as a restaurant(s), the maximum capacity of each building shall be as follows:

1:	250 seats
2:	250 seats
3:	275 seats
4:	275 seats

7. Reciprocal access and parking easements shall be established prior to final plat approval.

8. Areas indicated on Exhibit "A" as "shaded" denote areas that are required to be unpaved and available for landscaping.

SECTION THREE. That the Fire District be amended so as to add thereto the premises described in Section One hereof and the Building Inspector is authorized and directed to add to the Fire District Map said premises.

SECTION FOUR. That 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 one thousand dollars ($1,000.00).

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 17th day of December, A.D., 1985; and passed to second reading on motion of Council member Davidson, seconded by Council member Corrales, by the following vote:

Council members voting "AYE": Davidson, Corrales, Akins, Heck, Godfrey, Marcum and Hotchkiss

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 Godfrey, seconded by Council member Hotchkiss, on the 14th day of January, A.D., 1986, at a regular meeting of the City Council:

Council members voting "AYE": Godfrey, Hotchkiss, Heck, Corrales, Davidson, Marcum and Akins

Council members voting "NAY": None

PASSED AND APPROVED THIS 14th day of January, A.D., 1986.

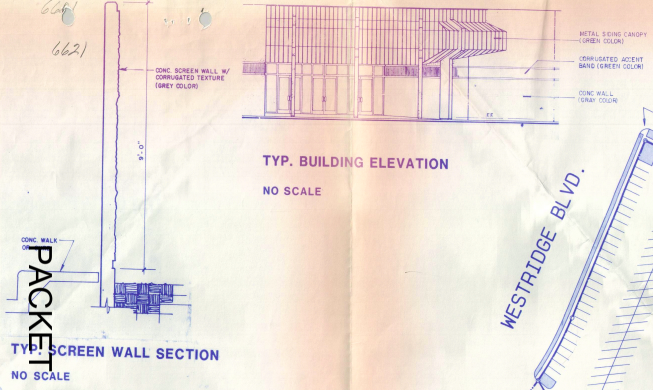
G. Thane Akins, Mayor

ATTEST:

B. C. Clanton, City Secretary

APPROVED AS TO FORM:

David W. Reagan, City Attorney



PACKET
27.20
November 16, 2021

PROJECT DATA

GROSS LAND AREA	39.552 Acres
GROSS BUILDING ENVELOPE	675610.36 ft²
GROSS BUILDING AREA	574885.56 ft²
GROSS LEASABLE AREA	503757.15 ft²
PARKING	2372 SPACES

NOTES:

1. CONCRETE WHEEL STOPS WILL BE PROVIDED AT EACH PARKING SPACE ADJACENT TO A PUBLIC RIGHT-OF-WAY, LOCATED 30" IN FROM PROPERTY LINE.
2. CONCRETE SIDEWALKS WILL BE PROVIDED WITHIN THE PUBLIC RIGHT-OF-WAY AROUND THE PERIMETER OF THIS SITE. SIDEWALKS WILL BE 4' WIDE, LOCATED 12" OUTSIDE OF THE PROPERTY LINE, PER CITY OF MIDLAND STANDARDS.
3. ALL TRACTS SHOWN WITHIN THIS SITE PLAN WILL HAVE RECIPROCAL RIGHTS FOR ACCESS AND PARKING BETWEEN TRACTS. NO PHYSICAL BARRIERS WILL BE ERECTED THAT WOULD RESTRICT VEHICULAR ACCESS BETWEEN TRACTS.
4. SHADED AREAS DENOTE AREAS THAT ARE TO BE LANDSCAPED
5. ALL SIGNAGE IS TO CONFORM TO LR2 ZONING CRITERIA

Exhibit "A"
SITE PLAN

1"=60' scale 60 0 60 120 feet

Deauville **Mall**

Loop 250 at
State Highway 191
Midland, Texas

A Project of

Deauville Development Corporation

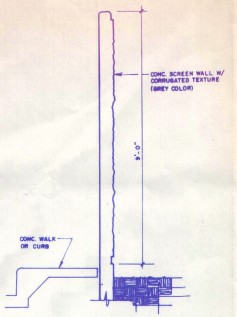
550 Post Oak Blvd.
Suite 550
Houston, Texas
77027
713/626-9292

RECEIVED
DEC 02 1985
PLANNING & DEVELOPMENT
CITY OF MIDLAND

CHARLES L. THOMPSON AND ASSOCIATES, INC.
ARCHITECTS AND PLANNERS
2470 GRAY FALLS SUITE 150
HOUSTON, TEXAS 77077
713 / 558-7250

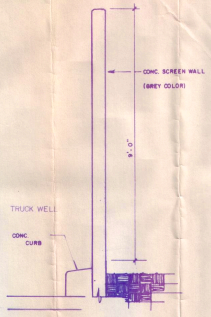
10/14/85
11/7/85

SITE PLAN



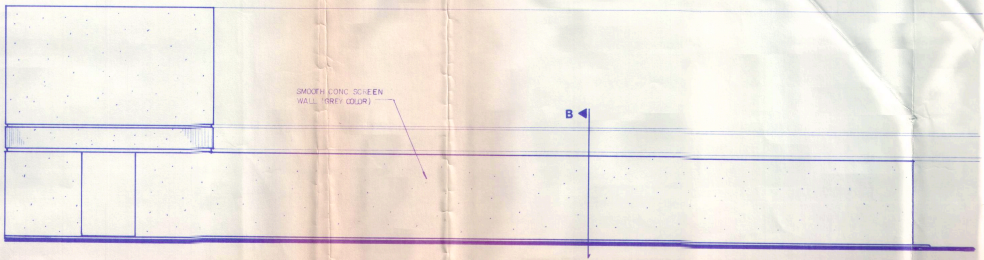
TYP. SCREEN WALL SECTION A

NO SCALE

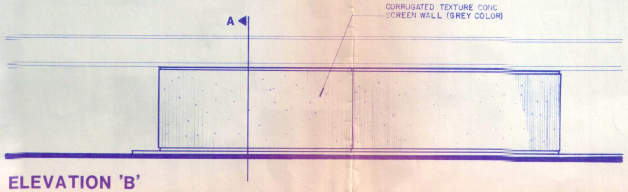


TYP. SCREEN WALL SECTION B

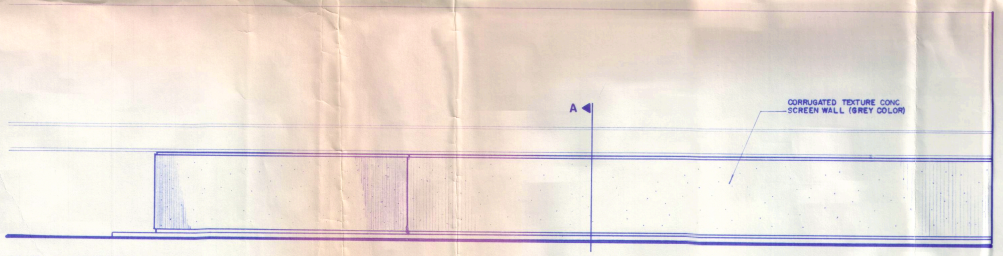
NO SCALE



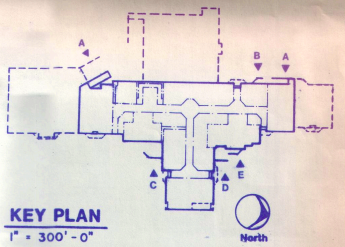
ELEVATION 'A'



ELEVATION 'B'



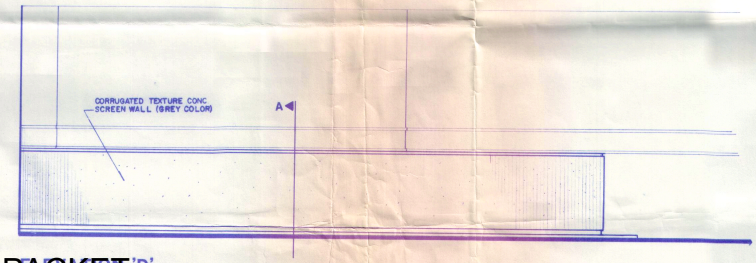
ELEVATION 'C'



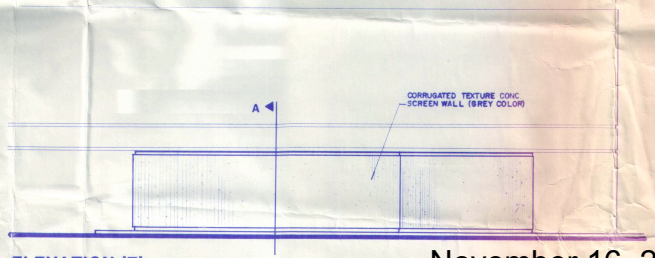
KEY PLAN

1" = 300'-0"

EXHIBIT "B"

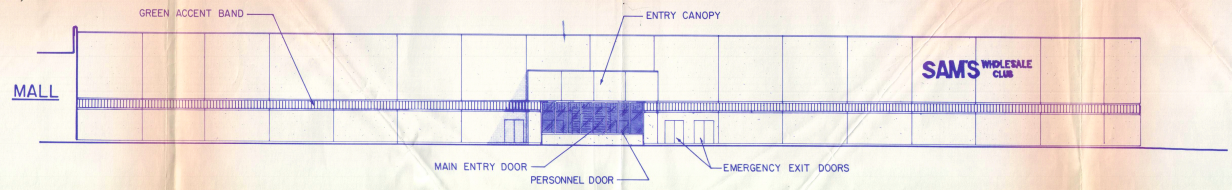


ELEVATION 'D'



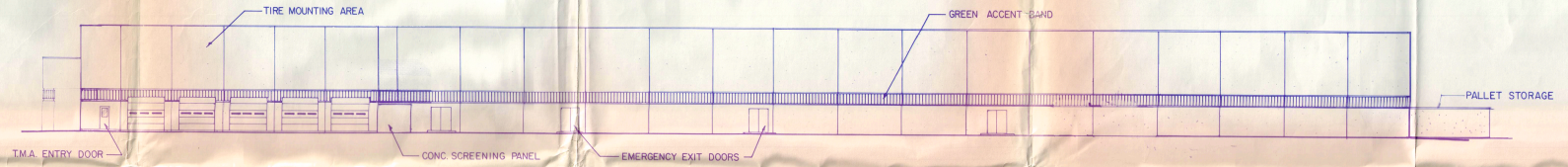
ELEVATION 'E'

6621



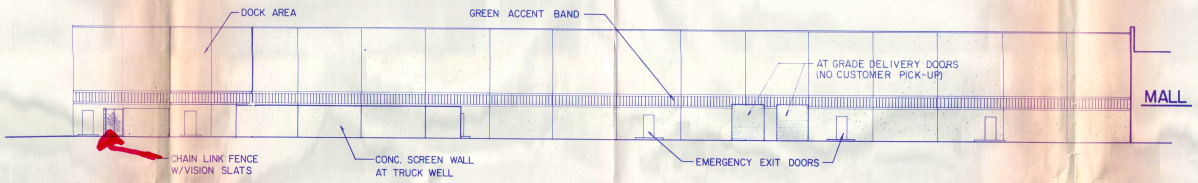
NORTH FRONT ELEVATION
1/16" = 1'-0"

NORTH



WEST SIDE ELEVATION
1/16" = 1'-0"

WEST



SOUTH REAR ELEVATION
1/16" = 1'-0"

SOUTH

Note: All screening shown shall be concrete construction as detailed on Mall site plan

EXHIBIT C

RECEIVED
DEC 12 1985
PLANNING & DEVELOPMENT
CITY OF MIDLAND

PACKET 27.22 November 16, 2021

Crafton, Tull, Spann & Yoe, Inc.
Architects & Engineers
Rogers, Arkansas 72756

SAM'S WHOLESALE CLUB WAREHOUSE NO. 8288 MIDLAND, TEXAS

Revisions

12/11/85

Drawn by JE - JPK
Checked by

Job Number 83065-47








First Basin
WRONG WAY
GMC

City Council Meeting

Item Number: 28

Meeting Date: October 26, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manger

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 9.162-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND GARDEN CITY HIGHWAY); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance for an annexation of a 9.162-acre tract of land located in Section 6, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas, located on the northeast corner of the intersection of Fairgrounds Road and Garden City Highway.

Recommended City Council Action:

Approve

Fiscal Impact:

Additional land to be developed under City regulations in an expanded growth area.

Discussion:

The applicant, Black & Dillard Property Management, LP, is requesting to annex a 9.162-acre tract of land located in Section 6, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas, to develop a new an auto and diesel fuel service station. The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

On September 23, 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 objection.

Transportation: (Approved)

No objection.

Fire: (Approved)

No objections.

Code Administration: (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.

Building Code: (Approved)

No objections to annexation.

Planning:

As this proposed development will conform with the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

Attachments:

Petition (Exhibit A)
Service Agreement (Exhibit B)
Application
Maps

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 9.162-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND GARDEN CITY HIGHWAY); 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 26, 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 October 8, 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 October 8, 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 9.162-acre tract of land out of Section 6, Block 38, T-2-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) Exhibit A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Black & Dillard Property Management LP. ("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

Steven Granado, P.E.

Printed Name

Project Manager

Title

THE STATE OF Texas §
§
COUNTY OF Bexar §

This instrument was acknowledged before me on the 24 day of August, 2021, by Steven Granado in the capacity herein stated.

MY COMMISSION EXPIRES:

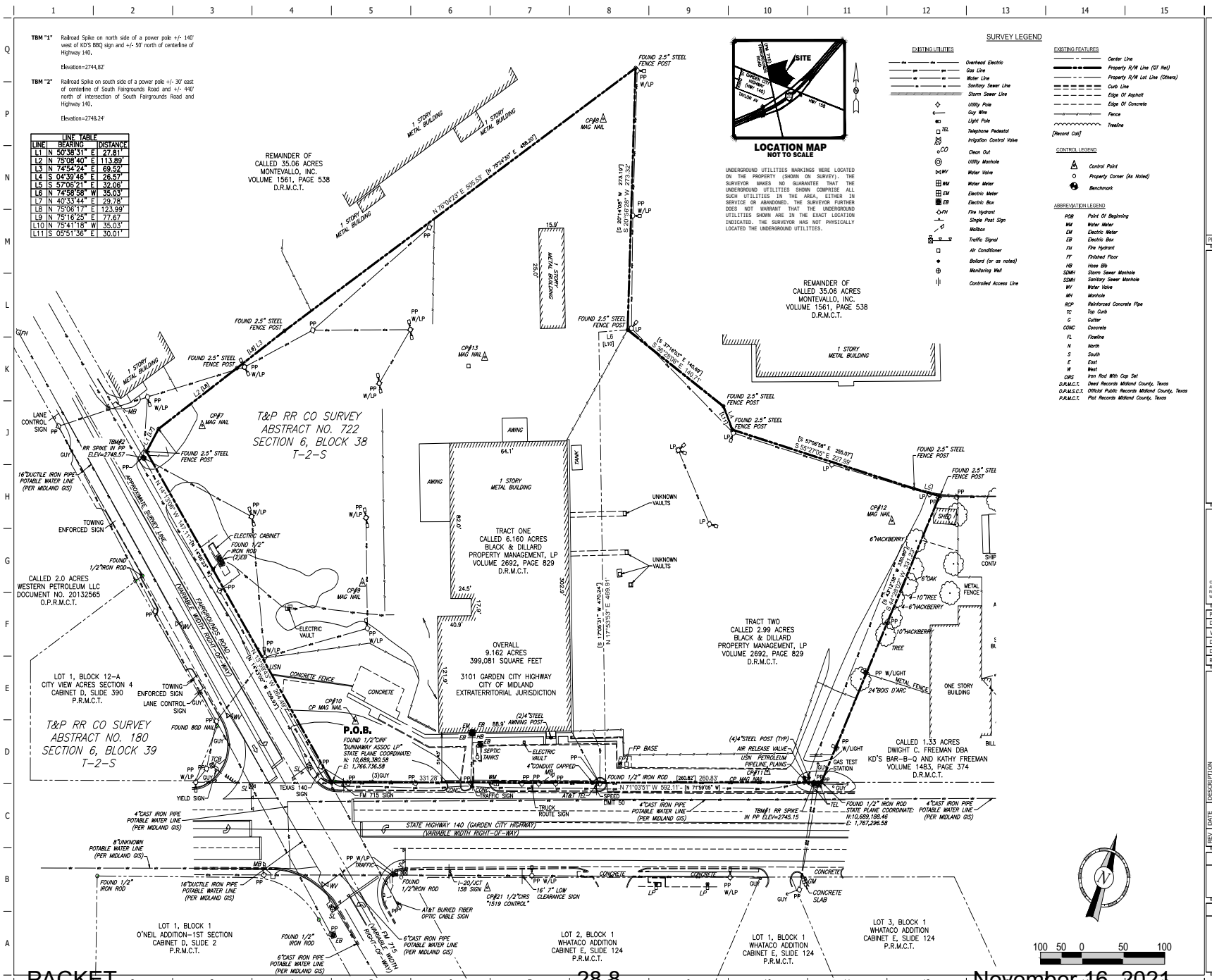
01-02-2025

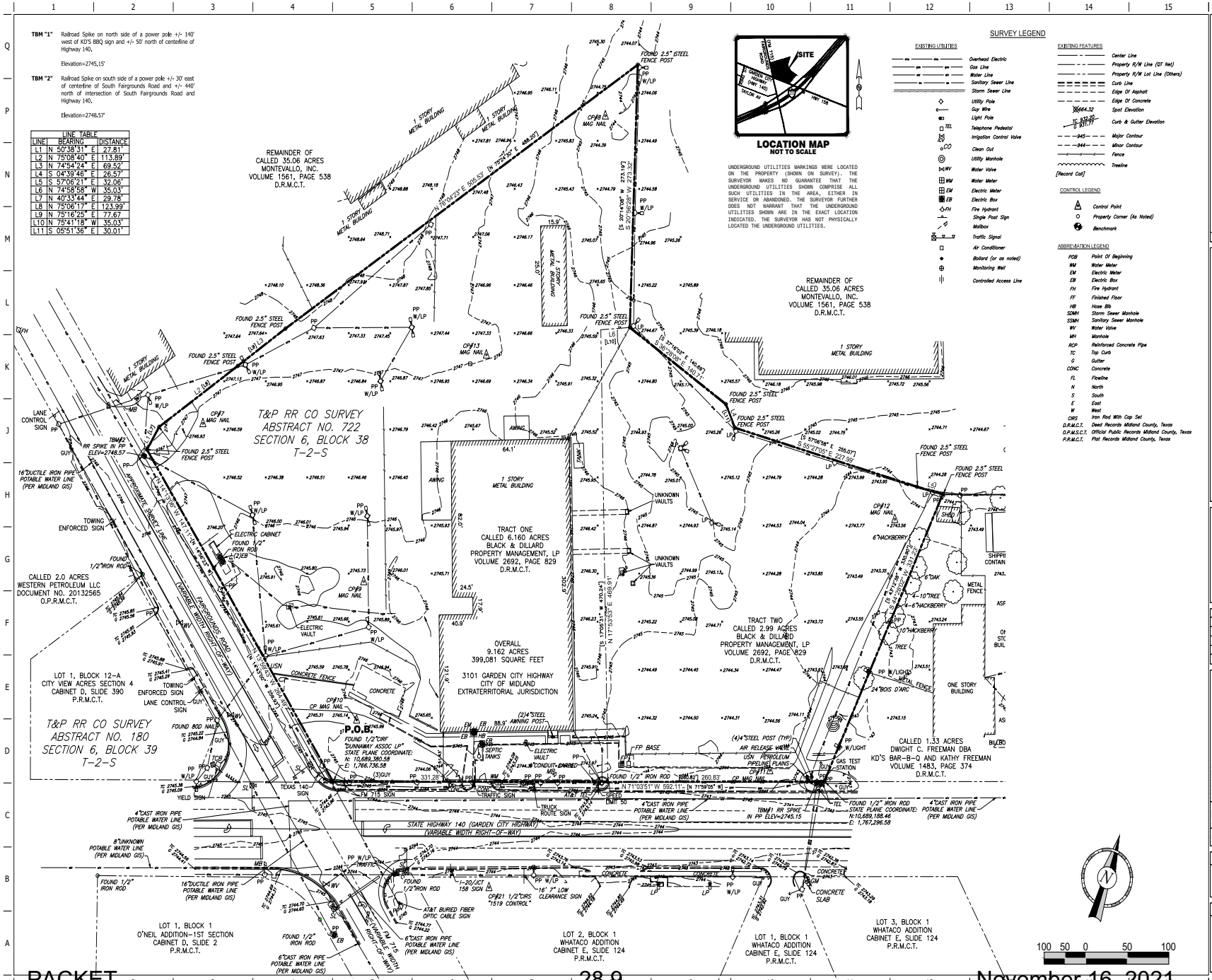
NEYSA CAMILLE CHOATE
Notary Public, State of Texas
My Comm. Exp. 01-02-2025
ID No. 717267-7

Neysa Camille Choate

Notary Public, State of Texas

EXHIBIT A


TBM "1" Railroad Spike on north side of a power pole +/- 140' west of KD'S BBQ sign and +/- 50' north of centerline of Highway 140.
Elevation=2744.82'
TBM "2" Railroad Spike on south side of a power pole +/- 30' east of centerline of South Fairgrounds Road and +/- 440' north of intersection of South Fairgrounds Road and Highway 140.
Elevation=2748.24'
LINE TABLE
LINE BEARING DISTANCE
L1 N 50°38'31" E 27.81'
L2 N 75°08'40" E 113.89'
L3 N 74°54'24" E 69.52'
L4 S 04°39'46" E 26.57'
L5 S 57°06'21" E 32.06'
L6 N 74°58'58" W 35.03'
L7 N 40°33'44" E 29.78'
L8 N 75°06'17" E 123.99'
L9 N 75°18'25" E 77.67'
L10 N 75°41'18" W 35.03'
L11 S 05°51'36" E 30.01'
LOCATION MAP
NOT TO SCALE
SITE
GARDEN CITY (NEW) (HWY. 140)
TAYLOR AV.
HWY. 158
UNDERGROUND UTILITIES MARKINGS WERE LOCATED ON THE PROPERTY (SHOWN ON SURVEY). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
SURVEY LEGEND
EXISTING UTILITIES
Overhead Electric
Gas Line
Water Line
Sanitary Sewer Line
Storm Sewer Line
Utility Pole
Guy Wire
Light Pole
Telephone Pedestal
Irrigation Control Valve
Clean Out
Utility Manhole
Water Valve
Water Meter
Electric Meter
Electric Box
Fire Hydrant
Single Post Sign
Mailbox
Traffic Signal
Air Conditioner
Bollard (or as noted)
Monitoring Well
Controlled Access Line
EXISTING FEATURES
Center Line
Property R/W Line (QT Net)
Property R/W Lot Line (Others)
Curb Line
Edge Of Asphalt
Edge Of Concrete
Fence
Treeline
[Record Call]
CONTROL LEGEND
Control Point
Property Corner (As Noted)
Benchmark
ABBREVIATION LEGEND
POB Point Of Beginning
WM Water Meter
EM Electric Meter
EB Electric Box
FH Fire Hydrant
FF Finished Floor
HB Hose Bib
SDMH Storm Sewer Manhole
SSMH Sanitary Sewer Manhole
WV Water Valve
MH Manhole
RCP Reinforced Concrete Pipe
TC Top Curb
G Gutter
CONC Concrete
FL Flowline
N North
S South
E East
W West
CIRS Iron Rod With Cap Set
D.R.M.C.T. Deed Records Midland County, Texas
O.P.M.S.C.T. Official Public Records Midland County, Texas
P.R.M.C.T. Plat Records Midland County, Texas
REMAINDER OF CALLED 35.06 ACRES MONTEVALLO, INC. VOLUME 1561, PAGE 538 D.R.M.C.T.
T&P RR CO SURVEY ABSTRACT NO. 722 SECTION 6, BLOCK 38 T-2-S
T&P RR CO SURVEY ABSTRACT NO. 180 SECTION 6, BLOCK 39 T-2-S
TRACT ONE CALLED 6.160 ACRES BLACK & DILLARD PROPERTY MANAGEMENT, LP VOLUME 2692, PAGE 829 D.R.M.C.T.
TRACT TWO CALLED 2.99 ACRES BLACK & DILLARD PROPERTY MANAGEMENT, LP VOLUME 2692, PAGE 829 D.R.M.C.T.
OVERALL 9.162 ACRES 399,081 SQUARE FEET 3101 GARDEN CITY HIGHWAY CITY OF MIDLAND EXTRATERRITORIAL JURISDICTION
P.O.B. FOUND 1/2" CIRF "DUNHAMY ASSOC LP" STATE PLANE COORDINATE: N: 10,689,380.58 E: 1,766,736.58
CALLED 2.0 ACRES WESTERN PETROLEUM LLC DOCUMENT NO. 20132565 O.P.R.M.C.T.
CALLED 1.33 ACRES DWIGHT C. FREEMAN DBA KD'S BAR-B-Q AND KATHY FREEMAN VOLUME 1483, PAGE 374 D.R.M.C.T.
LOT 1, BLOCK 12-A CITY VIEW ACRES SECTION 4 CABINET D, SLIDE 390 P.R.M.C.T.
LOT 1, BLOCK 1 O'NEIL ADDITION-1ST SECTION CABINET D, SLIDE 2 P.R.M.C.T.
LOT 2, BLOCK 1 WHATACO ADDITION CABINET E, SLIDE 124 P.R.M.C.T.
LOT 1, BLOCK 1 WHATACO ADDITION CABINET E, SLIDE 124 P.R.M.C.T.
LOT 3, BLOCK 1 WHATACO ADDITION CABINET E, SLIDE 124 P.R.M.C.T.
STATE HIGHWAY 140 (GARDEN CITY HIGHWAY) (VARIABLE WIDTH RIGHT-OF-WAY)
FAIRGROUNDS ROAD (VARIABLE WIDTH RIGHT-OF-WAY)
FM 715 (VARIABLE WIDTH RIGHT-OF-WAY)
APPROXIMATE SURVEY LINE
FOUND 2.5" STEEL FENCE POST
FOUND 1/2" IRON ROD
CP#1 MAG NAIL
CP#2 MAG NAIL
CP#3 MAG NAIL
CP#7 MAG NAIL
CP#8 MAG NAIL
CP#10 CP MAG NAIL
CP#11 MAG NAIL
CP#12 MAG NAIL
CP#13 MAG NAIL
CP#21 1/2"CIRS "1519 CONTROL"
TBM#1 RR SPIKE IN PP ELEV=2745.15 N:10,689,186.46 E: 1,767,296.58
TBM#2 RR SPIKE IN PP ELEV=2748.57
1 STORY METAL BUILDING
ONE STORY BUILDING
AWING
TANK
SHED
UNKNOWN VAULTS
ELECTRIC CABINET
ELECTRIC VAULT
SEPTIC TANKS
(2)4"STEEL AWNING POST
(4)4"STEEL POST (TYP)
AIR RELEASE VALVE
USN PETROLEUM PIPELINE, PLAINS
GAS TEST STATION
FP BASE
TOWING ENFORCED SIGN
LANE CONTROL SIGN
YIELD SIGN
TEXAS 140 SIGN
FM 715 SIGN
SPEED LIMIT 50
TRUCK ROUTE SIGN
I-20/ICT 158 SIGN
16' 7" LOW CLEARANCE SIGN
AT&T BURIED FIBER OPTIC CABLE SIGN
CONCRETE FENCE
METAL FENCE
CONCRETE SLAB
16"DUCTILE IRON PIPE POTABLE WATER LINE (PER MIDLAND GIS)
4"CAST IRON PIPE POTABLE WATER LINE (PER MIDLAND GIS)
8"UNKNOWN POTABLE WATER LINE (PER MIDLAND GIS)
6"CAST IRON PIPE POTABLE WATER LINE (PER MIDLAND GIS)
6"HACKBERRY
6"OAK
10"TREE
10"HACKBERRY
24"BOIS D'ARC
TREE
100 50 0 50 100
CENTRAL TEXAS SURVEYING, INC.
3604 FOREST AVE., Ste. A
WACO, TX. 76710
254.662.7810
TBPLS# F-10194283
TEXAS ALT, LLC
3604 FOREST AVE., Ste. 300
FORT WORTH, TX. 76104
817.349.4600
TBPLS# F-10194351
1519
SURVEYING & ENGINEERING
1519LLC.com
TBPELS# 10193968 TBPELS# F-17299 TBPELS# 10194283
PROJECT NO.:9272
QuikTrip No. 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701
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PROTOTYPE: P-79 (05/01/14)
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.
REV DATE DESCRIPTION
8/20/2020 UPDATED ALTA TO PROVIDE COORDINATES ON 2 POINTS
8/25/2020 UPDATED PER NEW SURVEY
7/28/2021 UPDATE SURVEY
8/13/2021 UPDATE SURVEY - FOR REVIEW
ORIGINAL ISSUE DATE:
SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY
SHEET NUMBER:
1 OF 4



CENTRAL TEXAS SURVEYING, INC.
3604 FOREST AVE., Ste. A
WACO, TX. 76710
254.776.1610
TBPELS# F-10194283
DALLAS / FT. WORTH
2309 W. 7th STREET, Ste. 300
FORT WORTH, TX. 76107
817.332.1179
TBPELS# F-17299 TBPELS# 10194351 TBPELS# 10193968

1519
SURVEYING & ENGINEERING
1519LLC.com

PROJECT NO.:9272

QuikTrip No. 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701

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PROTOTYPE: P-79 (05/01/14)
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
1	8/23/2021	UPDATED AS-BUILTS PROVIDED, COORDINATES ON 2 SCREENS
2	8/30/2021	UPDATE SURVEY
3	9/20/2021	UPDATE SURVEY - Addendum
4	9/15/2021	UPDATE SURVEY - Addendum
5	7/28/2021	UPDATE SURVEY

ORIGINAL ISSUE DATE:

SHEET TITLE:
TOPOGRAPHIC SURVEY

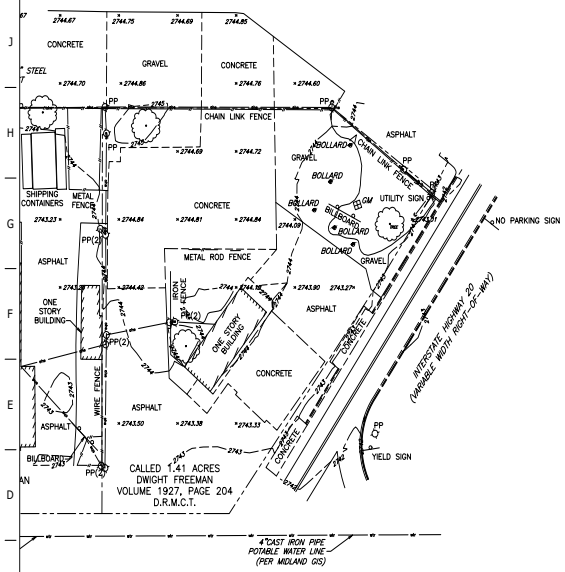
SHEET NUMBER:
2 OF 4

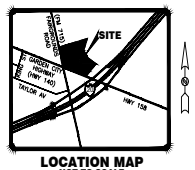
TBM "1" Railroad Spike on north side of a power pole +/- 140' west of KD'S BBQ sign and +/- 50' north of centerline of Highway 140.

Elevation=2745.15'

TBM "2" Railroad Spike on south side of a power pole +/- 30' east of centerline of South Fairgrounds Road and +/- 440' north of intersection of South Fairgrounds Road and Highway 140.

Elevation=2748.57'





LOCATION MAP
NOT TO SCALE

UNDERGROUND UTILITIES MARKINGS WERE LOCATED ON THE PROPERTY (SHOWN ON SURVEY). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SURVEY LEGEND

EXISTING UTILITIES

- Overhead Electric
- Gas Line
- Water Line
- Sanitary Sewer Line
- Storm Sewer Line
- Utility Pole
- Guy Wire
- Light Pole
- TEL Telephone Pedestal
- Irrigation Control Valve
- CO Clean Out
- Utility Manhole
- WV Water Valve
- WM Water Meter
- EM Electric Meter
- EB Electric Box
- FH Fire Hydrant
- Single Post Sign
- Mailbox
- Traffic Signal
- Air Conditioner
- Bollard (or as noted)
- Monitoring Well
- Controlled Access Line

EXISTING FEATURES

- Center Line
- Property R/W Line (QT Net)
- Property R/W Lot Line (Others)
- Curb Line
- Edge Of Asphalt
- Edge Of Concrete
- 664.32 Spot Elevation
- TC 942.65 G 931.77 Curb & Gutter Elevation
- 945 Major Contour
- 944 Minor Contour
- Fence
- Treeline

[Record Call]

CONTROL LEGEND

- Control Point
- Property Corner (As Noted)
- Benchmark

ABBREVIATION LEGEND

POB	Point Of Beginning
WM	Water Meter
EM	Electric Meter
EB	Electric Box
FH	Fire Hydrant
FF	Finished Floor
HB	Hose Bib
SDMH	Storm Sewer Manhole
SSMH	Sanitary Sewer Manhole
WV	Water Valve
MH	Manhole
RCP	Reinforced Concrete Pipe
TC	Top Curb
G	Gutter
CONC	Concrete
FL	Flowline
N	North
S	South
E	East
W	West
CIRS	Iron Rod With Cap Set
K.L.K. 4687	1/2" Iron Rod With Cap Stamped "K.L.K. 4687"
O.P.R.S.C.T.	Official Records Smith County, Texas
O.P.R.S.C.T.	Official Public Records Smith County, Texas
P.R.S.C.T.	Plat Records Smith County, Texas



100 50 0 50 100

CENTRAL TEXAS
3500 Fostercare Dr., Ste. A
Waco, TX 76710
254.776.1610
TEXAS JBF WORKS
2000 Bryant Irvin Rd., Ste. 300
Fort Worth, TX 76107
817.882.0650
TBPELS# 10193968 TBPELS# F-17299 TBPELS# 10194351 TBPELS# 10194283

1519

SURVEYING & ENGINEERING
1519LLC.com

PROJECT NO.:9272

QuikTrip No. 7911

3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701

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PROTOTYPE: P-79 (05/01/14)
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
1	8/23/2021	UPDATED ALTA TO PROVIDE COORDINATES ON 2 POINTS
2	8/30/2021	UPDATE SURVEY PER REVIEW COMMENTS
3	9/15/2021	UPDATE SURVEY
4	7/26/2021	UPDATE SURVEY - Hotel Name
5	8/13/2021	

ORIGINAL ISSUE DATE:

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NUMBER:
3 OF 4

DESCRIPTION PROPERTY

BEING A 9.162 ACRE TRACT OF LAND SITUATED IN THE T&P RR CO SURVEY, ABSTRACT NO. 722, SECTION 6, BLOCK 38, T-2-S, MIDLAND COUNTY, TEXAS, AND BEING ALL OF THE CALLED 6.160 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AND ALSO BEING ALL OF THE CALLED 2.99 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS, SAID 9.162 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2 INCH IRON ROD WITH CAP STAMPED "DUNAWAY ASSOC LP" FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT ONE, SAID 1/2 INCH IRON ROD WITH CAP STAMPED "DUNAWAY ASSOC LP" ALSO BEING THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 140 (GARDEN CITY HIGHWAY) (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FAIRGROUNDS ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 13 DEGREES 59 MINUTES 43 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 264.49 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 14 DEGREES 13 MINUTES 06 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 147.11 FEET TO A 2.5 INCH STEEL FENCE CORNER FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 50 DEGREES 38 MINUTES 31 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 27.81 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 75 DEGREES 08 MINUTES 40 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 113.89 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 74 DEGREES 54 MINUTES 24 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 69.52 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 76 DEGREES 04 MINUTES 23 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 505.53 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT ONE;

THENCE SOUTH 20 DEGREES 56 MINUTES 28 SECONDS WEST, WITH THE SOUTHEASTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 273.32 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT ONE, SAID 2.5 INCH STEEL FENCE POST ALSO BEING AN EXTERIOR CORNER OF SAID TRACT TWO;

THENCE SOUTH 36 DEGREES 28 MINUTES 08 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 140.71 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 04 DEGREES 39 MINUTES 46 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 26.57 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 55 DEGREES 27 MINUTES 05 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 227.99 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 67 DEGREES 06 MINUTES 21 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 32.06 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE COMMON NORTHEAST CORNER OF SAID TRACT TWO AND NORTHWEST CORNER OF A CALLED 1.33 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO DWIGHT C. FREEMAN DBA KD'S BAR-B-Q AND KATHY FREEMAN RECORDED IN VOLUME 1483, PAGE 374 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS;

THENCE SOUTH 44 DEGREES 28 MINUTES 02 SECONDS WEST, WITH THE COMMON SOUTHEASTERLY LINE OF SAID TRACT TWO AND NORTHWESTERLY LINE OF SAID 1.33 ACRE TRACT OF LAND, A DISTANCE OF 331.23 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTHEAST CORNER OF SAID TRACT TWO AND SOUTHWEST CORNER OF SAID 1.33 ACRE TRACT OF LAND, SAID 1/2 INCH IRON ROD ALSO BEING IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY);

THENCE NORTH 71 DEGREES 03 MINUTES 51 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT TWO AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY), PASSING AT A DISTANCE OF 260.83 FEET, A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTHWEST CORNER OF SAID TRACT TWO AND SOUTHEAST CORNER OF SAID TRACT ONE, IN ALL, A DISTANCE OF 592.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 399,081 SQUARE FEET, OR 9.162 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT GF NO. WTA-80C-48802011190-MR

SCHEDULE "B" 10 ITEMS

10a. 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.

10b. DISTRIBUTION EASEMENT AND RIGHT OF WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 317, PAGE 320, VOLUME 413, PAGE 18, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE RECORD DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT – NOT SHOWN ON THE SURVEY (NOT ENOUGH INFORMATION).

10c. EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 475, PAGE 602, VOLUME 576, PAGE 394, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE RECORD DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT – NOT SHOWN ON THE SURVEY (NOT ENOUGH INFORMATION).

10d. ANY PORTION OF THE PROPERTY DESCRIBED HEREIN WITHIN THE LIMITS OR BOUNDARIES OF ANY PUBLIC OR PRIVATE ROADWAY AND/OR HIGHWAY.

10e. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS.

10f. SUBJECT PROPERTY IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION, AND AS SUCH, MAY BE SUBJECT TO CERTAIN ORDINANCES, CODES, RESTRICTIONS AND REGULATORY POWERS OF THE CITY OF MIDLAND.

10g. RIGHTS OF PARTIES IN POSSESSION.

10h. RIGHTS OF PARTIES IN POSSESSION UNDER ANY UNRECORDED, WRITTEN OR ORAL LEASE AGREEMENT.

10i. VISIBLE OR APPARENT EASEMENT(S) AND/OR RIGHTS OF WAY ON, OVER, UNDER OR ACROSS THE LAND.

10j. IF ANY PORTION OF THE PROPOSED LOAN AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED: OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND. HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF. OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO $ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO.: 48802011190

10k. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING:
ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

NOTES

1. ALL BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), TEXAS CENTRAL ZONE (4203).
2. THE SUBJECT TRACT IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION. NO ZONING CLASSIFICATION OR SETBACK REQUIREMENTS.
3. UNDERGROUND UTILITIES MARKINGS WERE LOCATED ON THE PROPERTY (SHOWN ON SURVEY). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. NO OBSERVED PARKING STRIPES IN THE PROCESS OF CONDUCTING THE FIELDWORK.
5. ACCORDING TO PROJECT TRACKER (http://apps.dot.state.tx.us/apps-cq/project_tracker/), THERE ARE FUTURE HIGHWAY IMPROVEMENTS ON STATE HIGHWAY 140; FOR FURTHER INFORMATION CONTACT ROBERT ORNELAS, PROFESSIONAL ENGINEER OF TEXAS DEPARTMENT OF TRANSPORTATION. ROBERT ORNELAS, PE (432) 498-4772.
6. THERE WAS NO EVIDENCE OF FIELD DELINEATION OF WETLANDS AT DATE OF SURVEY.
7. AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR MIDLAND COUNTY, TEXAS, PER MAP NUMBER 48329C0206F DATED SEPTEMBER 16, 2005 PANEL 206 OF 525, SUBJECT TRACT IS LOCATED IN ZONE X (UNSHADED), AREAS OF 0.2% CHANCE OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
8. THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN GF NO. WTA-80C-48802011190-MR, OF FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JANUARY 24, 2020. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.
9. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
10. THERE WAS NO EVIDENCE OF SUBJECT TRACT BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL AT DATE OF SURVEY.
11. THERE WAS NO EVIDENCE OF CEMETERIES LOCATED IN OR WITHIN FIVE (5) FEET OF THE SUBJECT TRACT AT THE DATE OF SURVEY.
12. SUBJECT TRACT IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 140 AND FAIRGROUND ROAD.

SURVEYOR'S CERTIFICATE

TO: QT SOUTH LLC, A TEXAS LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 8, 9, 11, 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 28, 2021.

DATE OF PLAT OR MAP: JULY 29, 2021

SHAUN MARVIN PIEPKORN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6432
FIRM NO. 10194283

STATE OF TEXAS REGISTERED SHAUN MARVIN PIEPKORN 6432 PROFESSIONAL LAND SURVEYOR

1519
SURVEYING & ENGINEERING
1519LLC.com
CENTRAL TEXAS
3009 Fannin Ave., Ste. A
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325.716.1519
DALLAS / FT. WORTH
1320 Greenway Dr., Ste. 300
Irving, Texas 75038
214.494.9652
TBPELS# 10193998 TBPELS# F-17299 TBPELS# 10191451 TBPELS# 10194283

PROJECT NO.:9272

QuikTrip No. 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701

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PROTOTYPE: P-79 (05/01/14)
DIVISION: 08
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DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
3	8/30/2021	UPDATED ALTA TO PROVIDE COORDINATES ON 2 POINTS
2	8/19/2021	UPDATE SURVEY PER NEW EASEMENT
1	7/30/2021	UPDATE SURVEY
	8/13/2021	UPDATE SURVEY - minimum

ORIGINAL ISSUE DATE:

SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER:
4 OF 4

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) Exhibit A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Black & Dillard Property Management LP. ("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

Steven Granado, P.E.

Printed Name

Project Manager

Title

THE STATE OF Texas §
§
COUNTY OF Bexar §

This instrument was acknowledged before me on the 24 day of August, 2021, by Steven Granado in the capacity herein stated.

MY COMMISSION EXPIRES:

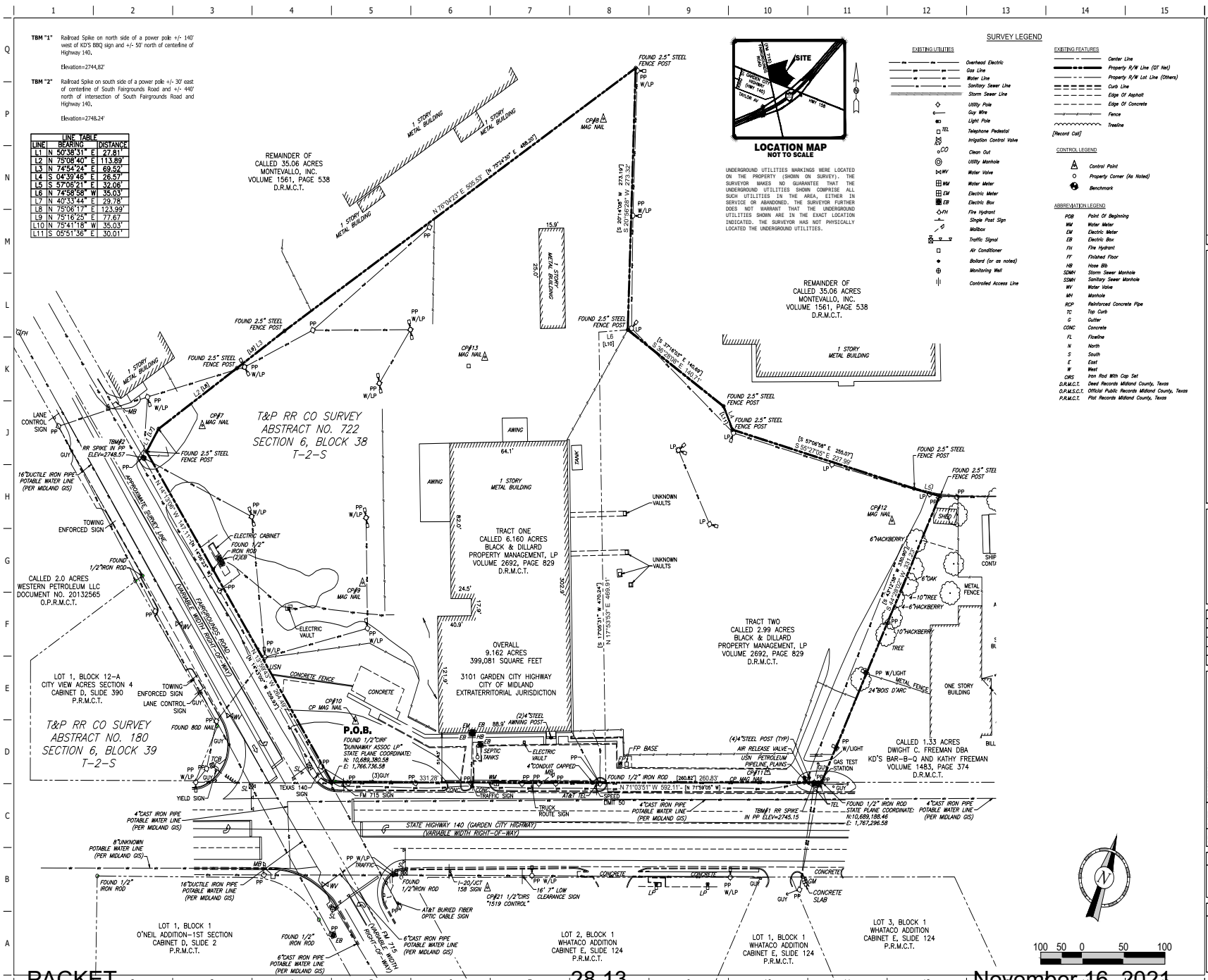
01-02-2025

NEYSA CAMILLE CHOATE
Notary Public, State of Texas
My Comm. Exp. 01-02-2025
ID No. 717267-7

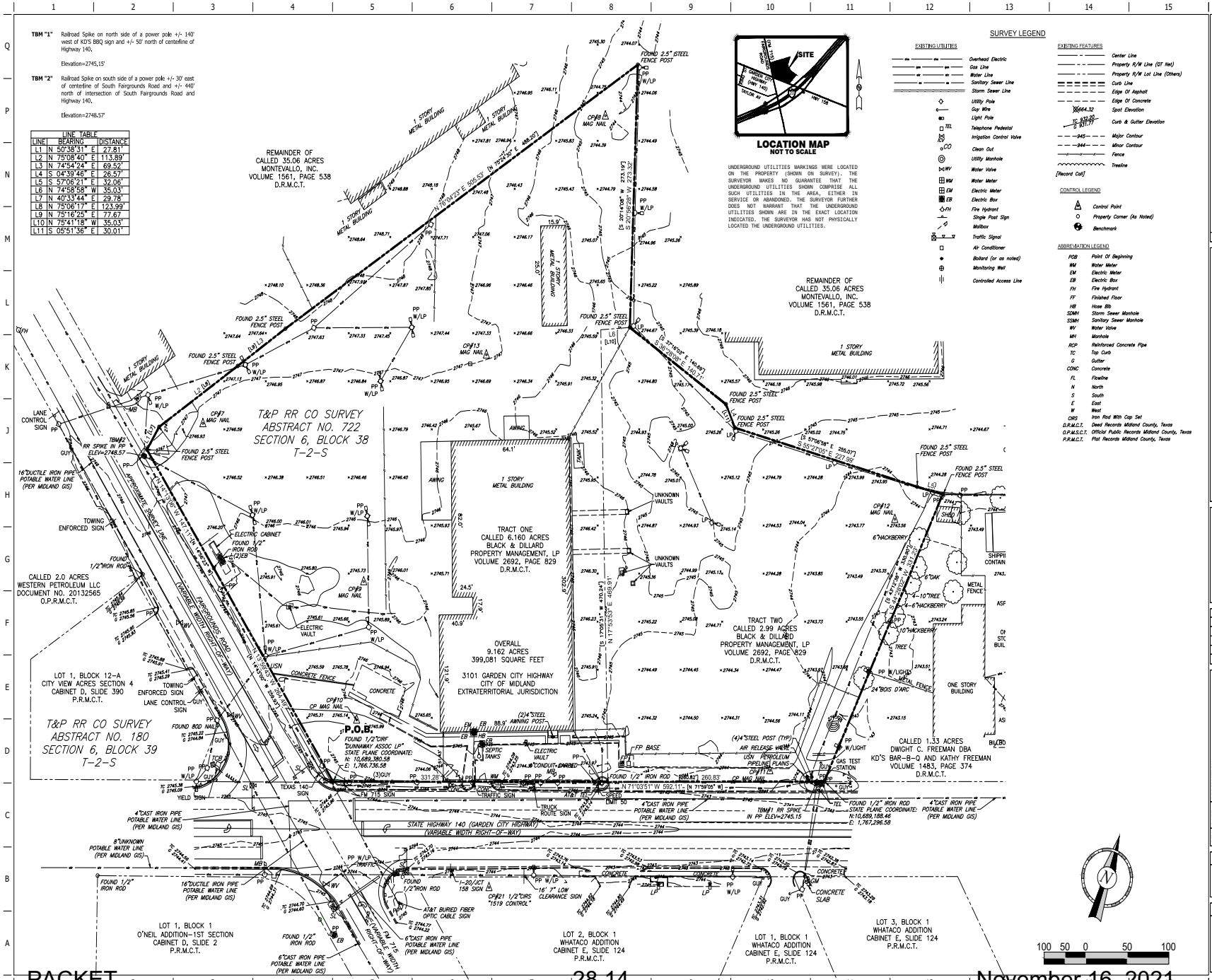
Neysa Camille Choate

Notary Public, State of Texas

EXHIBIT A



CENTRAL TEXAS SURVEYING, INC.
3604 FOREST AVE., Ste. A
WACO, TX. 76710
254.666.4435
FIRM NO. 10194283
2500 W. 7th St., Ste. 300
Fort Worth, TX. 76104
817.336.1932
TBPELS# 10194351 TBPELS# 10194283
1519
SURVEYING & ENGINEERING
1519LLC.com
TBPELS# 10193968 TBPELS# F-17299 TBPELS# 10194351 TBPELS# 10194283
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ALTA/NSPS LAND TITLE SURVEY
SHEET NUMBER:
1 OF 4



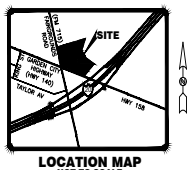
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TBM "1" Railroad Spike on north side of a power pole +/- 140' west of KD'S BBQ sign and +/- 50' north of centerline of Highway 140.

Elevation=2745.15'

TBM "2" Railroad Spike on south side of a power pole +/- 30' east of centerline of South Fairgrounds Road and +/- 440' north of intersection of South Fairgrounds Road and Highway 140.

Elevation=2748.57'



LOCATION MAP
NOT TO SCALE

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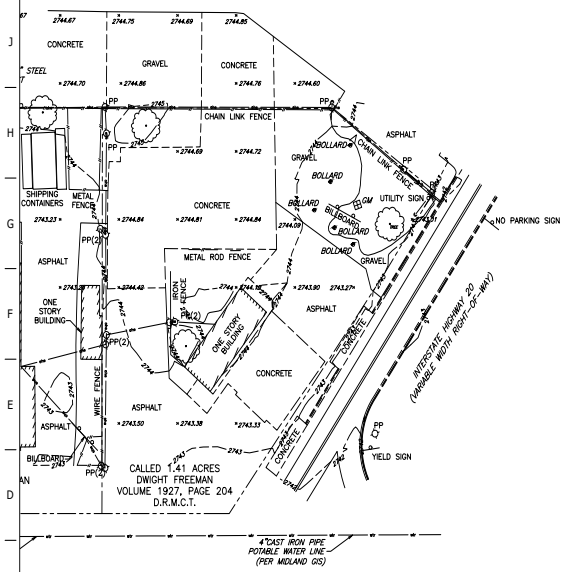
[Record Call]

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- Control Point
- Property Corner (As Noted)
- Benchmark

ABBREVIATION LEGEND

POB	Point Of Beginning
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O.P.R.S.C.T.	Official Records Smith County, Texas
O.P.R.S.C.T.	Official Public Records Smith County, Texas
P.P.S.C.T.	Plat Records Smith County, Texas





100 50 0 50 100

CENTRAL TEXAS
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DALLAS / FT. WORTH
2201 Ave. K, Suite 300
Fort Worth, TX 76104
817.886.4696
TBPELS# 10193968 TBPELS# F-17299 TBPELS# 10194351 TBPELS# 10194283

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TOPOGRAPHIC SURVEY

SHEET NUMBER:
3 OF 4

DESCRIPTION PROPERTY

BEING A 9.162 ACRE TRACT OF LAND SITUATED IN THE T&P RR CO SURVEY, ABSTRACT NO. 722, SECTION 6, BLOCK 38, T-2-S, MIDLAND COUNTY, TEXAS, AND BEING ALL OF THE CALLED 6.160 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AND ALSO BEING ALL OF THE CALLED 2.99 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS, SAID 9.162 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2 INCH IRON ROD WITH CAP STAMPED "DUNAWAY ASSOC LP" FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT ONE, SAID 1/2 INCH IRON ROD WITH CAP STAMPED "DUNAWAY ASSOC LP" ALSO BEING THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 140 (GARDEN CITY HIGHWAY) (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FAIRGROUNDS ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 13 DEGREES 59 MINUTES 43 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 264.49 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 14 DEGREES 13 MINUTES 06 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 147.11 FEET TO A 2.5 INCH STEEL FENCE CORNER FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 50 DEGREES 38 MINUTES 31 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 27.81 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 75 DEGREES 08 MINUTES 40 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 113.89 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 74 DEGREES 54 MINUTES 24 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 69.52 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 76 DEGREES 04 MINUTES 23 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 505.53 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT ONE;

THENCE SOUTH 20 DEGREES 56 MINUTES 28 SECONDS WEST, WITH THE SOUTHEASTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 273.32 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT ONE, SAID 2.5 INCH STEEL FENCE POST ALSO BEING AN EXTERIOR CORNER OF SAID TRACT TWO;

THENCE SOUTH 36 DEGREES 28 MINUTES 08 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 140.71 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 04 DEGREES 39 MINUTES 46 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 26.57 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 55 DEGREES 27 MINUTES 05 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 227.99 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 57 DEGREES 06 MINUTES 21 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 32.06 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE COMMON NORTHEAST CORNER OF SAID TRACT TWO AND NORTHWEST CORNER OF A CALLED 1.33 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO DWIGHT C. FREEMAN DBA KD'S BAR-B-Q AND KATHY FREEMAN RECORDED IN VOLUME 1483, PAGE 374 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS;

THENCE SOUTH 44 DEGREES 28 MINUTES 02 SECONDS WEST, WITH THE COMMON SOUTHEASTERLY LINE OF SAID TRACT TWO AND NORTHWESTERLY LINE OF SAID 1.33 ACRE TRACT OF LAND, A DISTANCE OF 331.23 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTHEAST CORNER OF SAID TRACT TWO AND SOUTHWEST CORNER OF SAID 1.33 ACRE TRACT OF LAND, SAID 1/2 INCH IRON ROD ALSO BEING IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY);

THENCE NORTH 71 DEGREES 03 MINUTES 51 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT TWO AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY), PASSING AT A DISTANCE OF 260.83 FEET, A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTHWEST CORNER OF SAID TRACT TWO AND SOUTHEAST CORNER OF SAID TRACT ONE, IN ALL, A DISTANCE OF 592.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 399,081 SQUARE FEET, OR 9.162 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT GF NO. WTA-80C-48802011190-MR

SCHEDULE "B" 10 ITEMS

10a. 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.

10b. DISTRIBUTION EASEMENT AND RIGHT OF WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 317, PAGE 320, VOLUME 413, PAGE 18, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE RECORD DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT – NOT SHOWN ON THE SURVEY (NOT ENOUGH INFORMATION).

10c. EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 475, PAGE 602, VOLUME 576, PAGE 394, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE RECORD DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT – NOT SHOWN ON THE SURVEY (NOT ENOUGH INFORMATION).

10d. ANY PORTION OF THE PROPERTY DESCRIBED HEREIN WITHIN THE LIMITS OR BOUNDARIES OF ANY PUBLIC OR PRIVATE ROADWAY AND/OR HIGHWAY.

10e. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS.

10f. SUBJECT PROPERTY IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION, AND AS SUCH, MAY BE SUBJECT TO CERTAIN ORDINANCES, CODES, RESTRICTIONS AND REGULATORY POWERS OF THE CITY OF MIDLAND.

10g. RIGHTS OF PARTIES IN POSSESSION.

10h. RIGHTS OF PARTIES IN POSSESSION UNDER ANY UNRECORDED, WRITTEN OR ORAL LEASE AGREEMENT.

10i. VISIBLE OR APPARENT EASEMENT(S) AND/OR RIGHTS OF WAY ON, OVER, UNDER OR ACROSS THE LAND.

10j. IF ANY PORTION OF THE PROPOSED LOAN AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED: OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND. HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF. OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO $ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO.: 48802011190

10k. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING:
ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

NOTES

1. ALL BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), TEXAS CENTRAL ZONE (4203).
2. THE SUBJECT TRACT IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION. NO ZONING CLASSIFICATION OR SETBACK REQUIREMENTS.
3. UNDERGROUND UTILITIES MARKINGS WERE LOCATED ON THE PROPERTY (SHOWN ON SURVEY). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. NO OBSERVED PARKING STRIPES IN THE PROCESS OF CONDUCTING THE FIELDWORK.
5. ACCORDING TO PROJECT TRACKER (http://apps.dot.state.tx.us/apps-cq/project_tracker/), THERE ARE FUTURE HIGHWAY IMPROVEMENTS ON STATE HIGHWAY 140; FOR FURTHER INFORMATION CONTACT ROBERT ORNELAS, PROFESSIONAL ENGINEER OF TEXAS DEPARTMENT OF TRANSPORTATION. ROBERT ORNELAS, PE (432) 498-4772.
6. THERE WAS NO EVIDENCE OF FIELD DELINEATION OF WETLANDS AT DATE OF SURVEY.
7. AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR MIDLAND COUNTY, TEXAS, PER MAP NUMBER 48329C0206F DATED SEPTEMBER 16, 2005 PANEL 206 OF 525, SUBJECT TRACT IS LOCATED IN ZONE X (UNSHADED), AREAS OF 0.2% CHANCE OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
8. THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN GF NO. WTA-80C-48802011190-MR, OF FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JANUARY 24, 2020. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.
9. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
10. THERE WAS NO EVIDENCE OF SUBJECT TRACT BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL AT DATE OF SURVEY.
11. THERE WAS NO EVIDENCE OF CEMETERIES LOCATED IN OR WITHIN FIVE (5) FEET OF THE SUBJECT TRACT AT THE DATE OF SURVEY.
12. SUBJECT TRACT IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 140 AND FAIRGROUND ROAD.

SURVEYOR'S CERTIFICATE

TO: QT SOUTH LLC, A TEXAS LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 8, 9, 11, 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 28, 2021.

DATE OF PLAT OR MAP: JULY 29, 2021

SHAUN MARVIN PIEPKORN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6432
FIRM NO. 10194283

STATE OF TEXAS · REGISTERED · SHAUN MARVIN PIEPKORN · 6432 · PROFESSIONAL · LAND SURVEYOR

1519
SURVEYING & ENGINEERING
1519LLC.com
CENTRAL TEXAS
3009 Fairway Ave., Ste. A
Bryan, TX 77802
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Frisco, TX 75034
Fort Worth, TX 76104
214.306.1519
TBPELS# 10193968 TBPELS# F-17299 TBPELS# 10191451 TBPELS# 10194283

PROJECT NO.:9272

QuikTrip No. 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701

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PROTOTYPE: P-79 (05/01/14)
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
3	8/30/2021	UPDATED ALTA TO PROVIDE COORDINATES ON 2 POINTS
2	8/19/2021	UPDATED ALTA TO SHOW CLEAR STRIPES
1	7/30/2021	UPDATE SURVEY
	8/13/2021	UPDATE SURVEY - minimum

ORIGINAL ISSUE DATE:

SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER:
4 OF 4

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 23 day of September 20 21, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and BLACK & DILLARD PROPERTY MANAGEMENT, LP, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of **9.162-acre tract of land out of Section 6, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. EACH PARTY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND PETITIONER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

B. **Notice.** Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as

follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to PETITIONER: Black & Dillard Property Management, LP
P.O. Box 60850
Midland, Texas 79711

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

F. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

G. **Notice of alleged breach; statutory prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be

supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Michael Black

Title: Manager / Vice President

STATE OF Texas §

§

COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 8th day of September, 2021 personally appeared, Michael Black, an officer of Black Dillard Property Management, LP, 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 8th day of September, 2021.

SAMANTHA JEAN DURHAM
Notary Public, State of Texas
Comm. Expires 11-04-2023
Notary ID 128791814

Samantha Jean Durham

Notary Public, State of Texas

Exhibit "A" to Service Agreement

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) Exhibit A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Black & Dillard Property Management LP. ("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

Steven Granado, P.E.

Printed Name

Project Manager

Title

THE STATE OF Texas §
§
COUNTY OF Bexar §

This instrument was acknowledged before me on the 24 day of August, 2021, by Steven Granado in the capacity herein stated.

MY COMMISSION EXPIRES

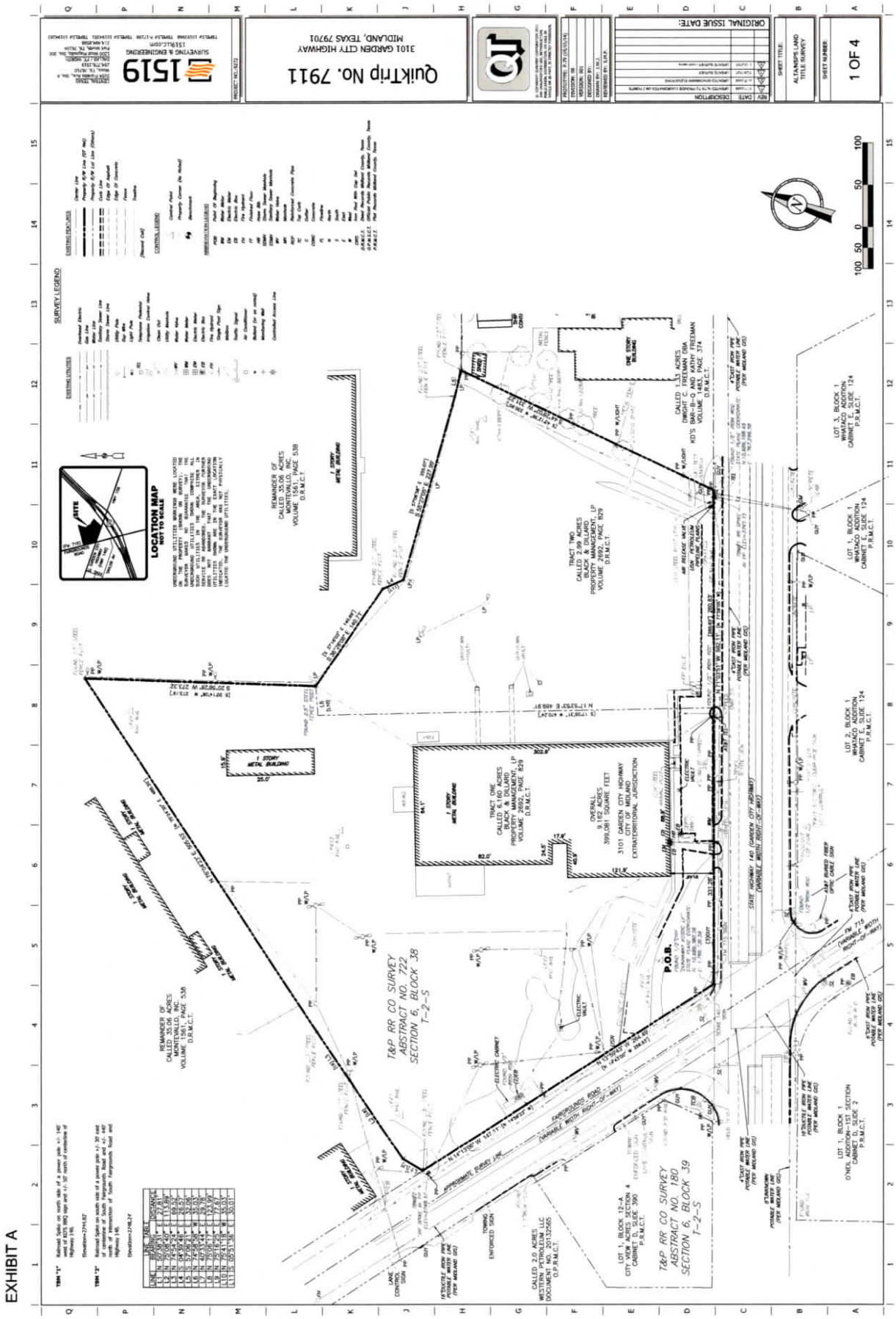
01-02-2025

NEYSA CAMILLE CHOATE
Notary Public, State of Texas
My Comm. Exp. 01-02-2025
ID No. 717267-7

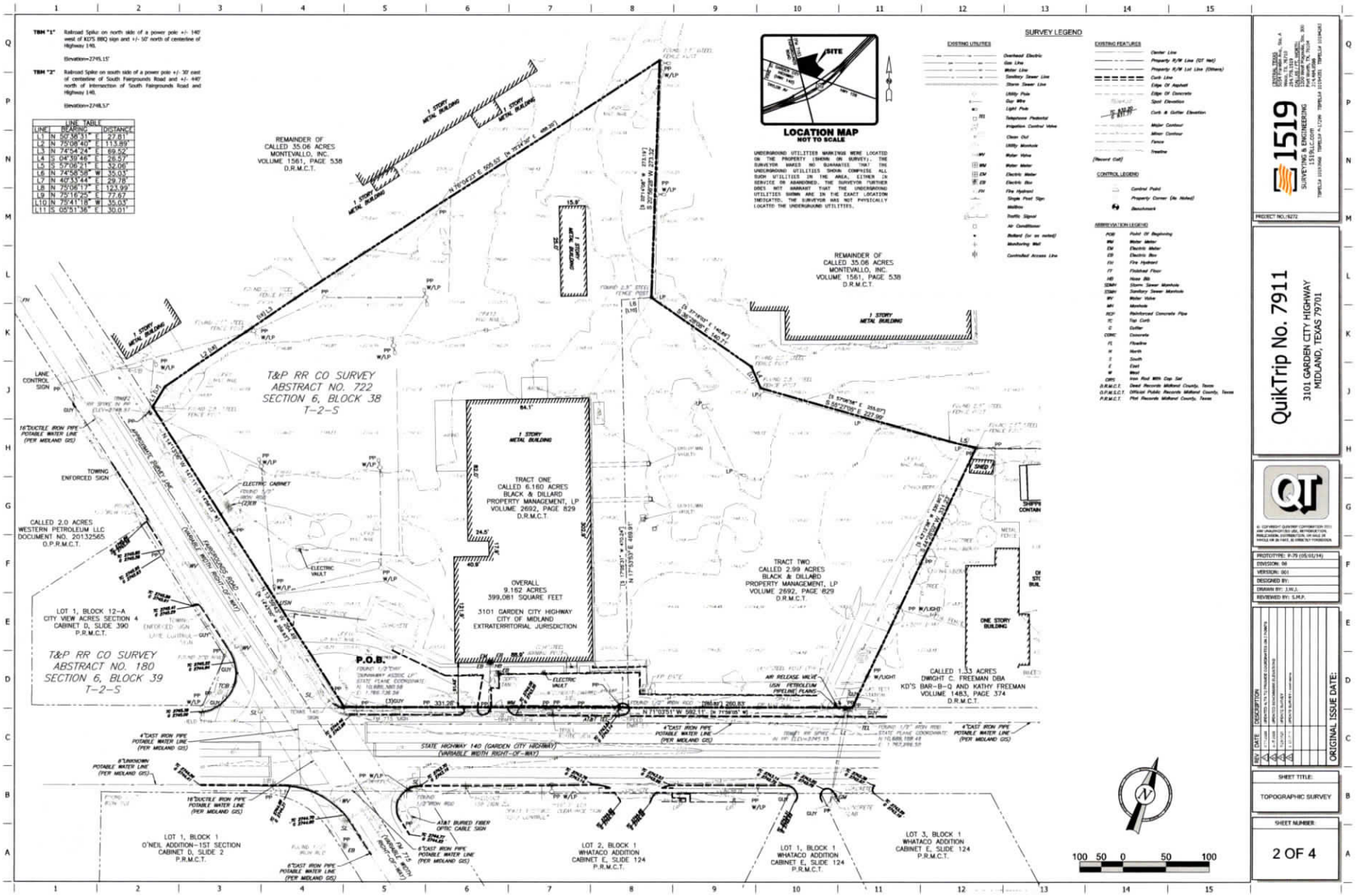
Neysa Camille Choate

Notary Public, State of Texas

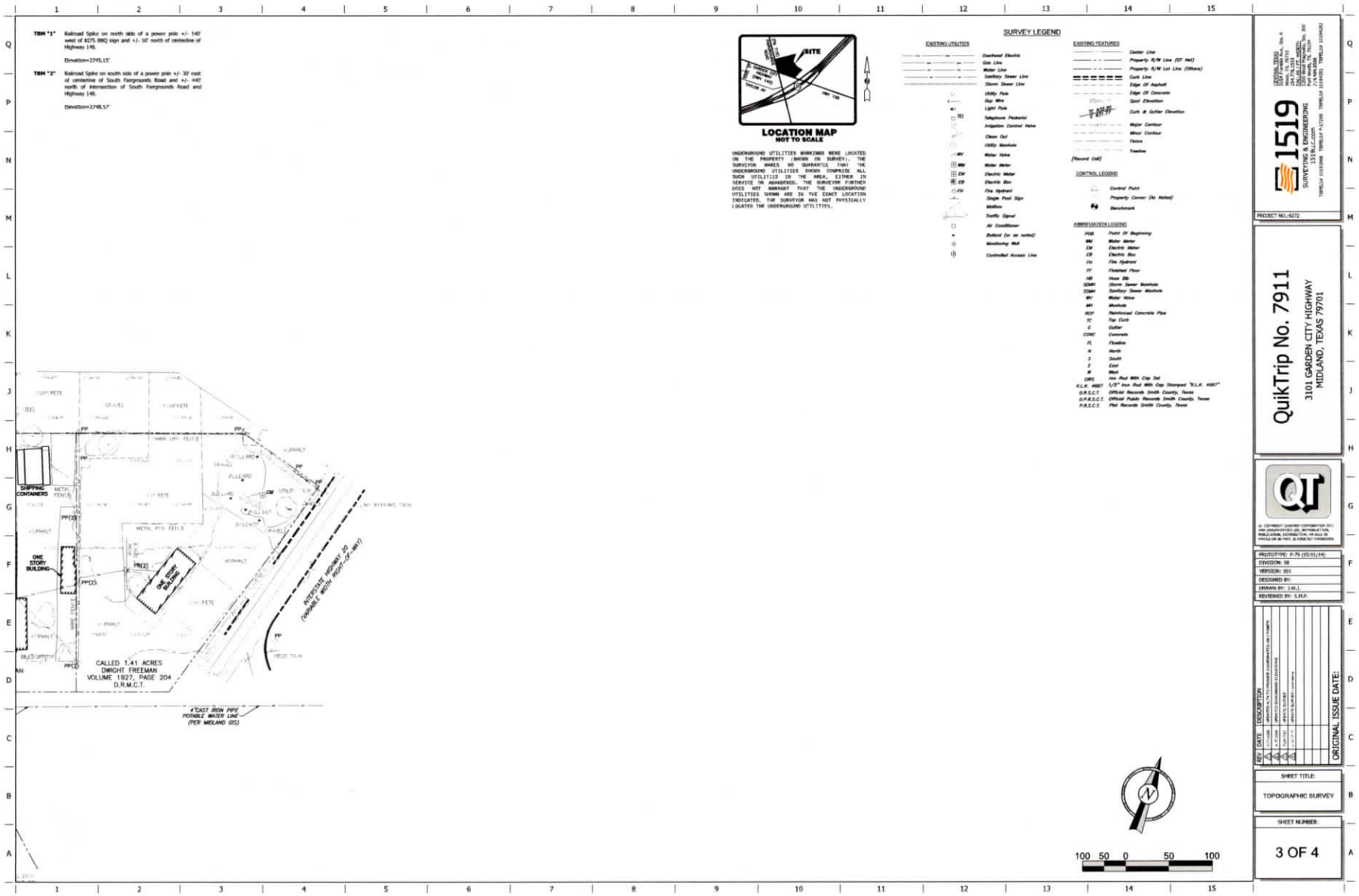
EXHIBIT A


QuikTrip No. 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701
1519
SURVEYING & ENGINEERING
ORIGINAL ISSUE DATE:
SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY
SHEET NUMBER:
1 OF 4
SURVEY LEGEND
LOCATION MAP
NOT TO SCALE
SITE
REMAINDER OF CALLED 538.36 ACRES MONTEVALLO, INC. VOLUME 1561, PAGE 538 D.R.M.C.T.
TRACT TWO CALLED 7.340 ACRES BLACK & DILLARD PROPERTY MANAGEMENT, LP VOLUME 2892, PAGE 829 D.R.M.C.T.
TRACT ONE CALLED 6.160 ACRES BLACK & DILLARD PROPERTY MANAGEMENT, LP VOLUME 2892, PAGE 829 D.R.M.C.T.
OVERALL 9.500 ACRES 399,081 SQUARE FEET 3101 GARDEN CITY HIGHWAY CITY OF MIDLAND EXTRATERRITORIAL JURISDICTION
CALLED 1.33 ACRES DWIGHT C. FREEMAN DBA KID'S KINGDOM VOLUME 1483, PAGE 374 D.R.M.C.T.
T&P RR CO SURVEY ABSTRACT NO. 722 SECTION 6, BLOCK 38 T-2-S
T&P RR CO SURVEY ABSTRACT NO. 180 SECTION 6, BLOCK 39 T-2-S
P.O.B.
FAIRGROUNDS ROAD
STATE HIGHWAY 140 (GARDEN CITY HIGHWAY)
FM 715
LOT 1, BLOCK 12-A CITY VIEW ACRES SECTION 4 CABINET D, SLIDE 390 P.R.M.C.T.
CALLED 2.0 ACRES WESTERN PETROLEUM, LLC DOCUMENT NO. 2022032565 O.P.R.M.C.T.
LOT 1, BLOCK 1 O'NEIL ADDITION CABINET C, SLIDE 2 P.R.M.C.T.
LOT 1, BLOCK 1 WHATACO ADDITION CABINET E, SLIDE 124 P.R.M.C.T.
LOT 2, BLOCK 1 WHATACO ADDITION CABINET E, SLIDE 124 P.R.M.C.T.
LOT 3, BLOCK 1 WHATACO ADDITION CABINET E, SLIDE 124 P.R.M.C.T.
LINE TABLE
LINE BEARING DISTANCE
L1 N 75°08'40" E 111.89'
L2 S 74°54'24" E 69.72'
L3 S 74°54'24" E 20.01'
L4 S 74°54'24" E 49.71'
L5 N 74°54'24" W 35.01'
L6 N 74°54'24" W 35.01'
L7 N 48°43'44" E 29.76'
L8 N 75°16'25" E 77.57'
L9 N 75°16'25" E 77.57'
L10 N 29°41'18" W 30.01'
L11 S 05°51'36" E 30.01'
TBM "1" Railroad Spike on north side of a power pole +/- 0.6' west of fence, +/- 0.6' north of centerline of Highway 140.
Elevation=2744.87
TBM "2" Railroad Spike on south side of a power pole +/- 20' east of centerline of South Fairgrounds Road and +/- 40' north of intersection of South Fairgrounds Road and Highway 140.
Elevation=2748.34

CONTINUATION OF EXHIBIT A



CONTINUATION OF EXHIBIT A



CONTINUATION OF EXHIBIT A

DESCRIPTION PROPERTY

BEING A 9.162 ACRE TRACT OF LAND SITUATED IN THE T&P RR CO SURVEY, ABSTRACT NO. 722, SECTION 9, BLOCK 39, T-2-S, MIDLAND COUNTY, TEXAS, AND BEING ALL OF THE CALLED 9.160 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AND ALSO BEING ALL OF THE CALLED 2.99 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS, SAID 9.162 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2 INCH IRON ROD WITH CAP STAMPED "DUNHAM-Y ASSOC LP" FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT ONE, SAID 1/2 INCH IRON ROD WITH CAP STAMPED "DUNHAM-Y ASSOC LP" ALSO BEING THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 140 (GARDEN CITY HIGHWAY) (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FAIRGROUNDS ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 13 DEGREES 59 MINUTES 43 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 264.49 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 14 DEGREES 13 MINUTES 06 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 147.11 FEET TO A 2.5 INCH STEEL FENCE CORNER FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 50 DEGREES 36 MINUTES 31 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 37.91 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 75 DEGREES 08 MINUTES 40 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 113.88 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 74 DEGREES 54 MINUTES 24 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 69.62 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 76 DEGREES 04 MINUTES 23 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 505.53 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT ONE;

THENCE SOUTH 20 DEGREES 56 MINUTES 28 SECONDS WEST, WITH THE SOUTHEASTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 273.32 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT ONE, SAID 2.5 INCH STEEL FENCE POST ALSO BEING AN EXTERIOR CORNER OF SAID TRACT TWO;

THENCE SOUTH 36 DEGREES 29 MINUTES 08 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 145.71 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 04 DEGREES 39 MINUTES 46 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 26.57 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 55 DEGREES 27 MINUTES 05 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 227.99 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 57 DEGREES 06 MINUTES 21 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 32.06 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE COMMON NORTHEAST CORNER OF SAID TRACT TWO AND NORTHWEST CORNER OF A CALLED 1.33 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO DWIGHT C. FREEMAN DBA KD'S BAR-B-Q AND KATHY FREEMAN RECORDED IN VOLUME 1483, PAGE 374 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS;

THENCE SOUTH 44 DEGREES 28 MINUTES 02 SECONDS WEST, WITH THE COMMON SOUTHEASTERLY LINE OF SAID TRACT TWO AND NORTHWESTERLY LINE OF SAID 1.33 ACRE TRACT OF LAND, A DISTANCE OF 331.23 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTHEAST CORNER OF SAID TRACT TWO AND SOUTHWEST CORNER OF SAID 1.33 ACRE TRACT OF LAND, SAID 1/2 INCH IRON ROD ALSO BEING IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY);

THENCE NORTH 71 DEGREES 03 MINUTES 31 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT TWO AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY), PASSING AT A DISTANCE OF 280.85 FEET, A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTHWEST CORNER OF SAID TRACT TWO AND SOUTHEAST CORNER OF SAID TRACT ONE, IN ALL, A DISTANCE OF 592.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 399,081 SQUARE FEET, OR 9.162 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT GF NO. WTA-80C-48802011190-MR

SCHEDULE "B" 10 ITEMS

10a. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF 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.

10b. DISTRIBUTION EASEMENT AND RIGHT OF WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 377, PAGE 225, VOLUME 410, PAGE 19, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE ABOVE DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT , BUT SHOWN ON THE SURVEY (NOT UNDER JURISDICTION).

10c. EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 470, PAGE 482, VOLUME 577, PAGE 284, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE ABOVE DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT , BUT SHOWN ON THE SURVEY (NOT UNDER JURISDICTION).

10d. ANY PORTION OF THE PROPERTY DESCRIBED HEREIN WITHIN THE LIMITS OR RIGHTS-OF-WAY OF ANY PUBLIC OR PRIVATE ROADWAY AND/OR HIGHWAY.

10e. TAXES (2026) CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS.

10f. SUBJECT PROPERTY IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION, AND AS SUCH, MAY BE SUBJECT TO CERTAIN ORDINANCES, ITEMS, RESTRICTIONS AND REGULATORY POWERS OF THE CITY OF MIDLAND.

10g. RIGHTS OF PARTIES IN POSSESSION.

10h. RIGHTS OF PARTIES IN POSSESSION UNDER ANY UNRECORDED, WRITTEN OR ORAL LEASE AGREEMENT.

10i. POSSIBLE OR APPARENT EASEMENT(S) AND/OR RIGHTS OF WAY ALL PIPES, CABLES OR OTHERS THE LAND.

10j. IF ANY PORTION OF THE PROPOSED LOAN AMOUNT THE INSURED'S TITLE POLICY EXCEEDS THE AMOUNT ACTUALLY EXPENDED FOR IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS REQUESTED: MECHANIC AND LIENS POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF SERVICE DONE OR FURNISHED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND, WHICH, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF, OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO A 0.0%, LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, BUT FOR LESS MAYBE DETERMINED SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS, AND EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY, IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. WTA-80C-48802011190

10k. THE FOLLOWING EXCEPTIONS WILL APPEAR IN ANY POLICY ISSUED UNDER THAN THE T-33 RESIDENTIAL OWNER POLICY OF TITLE INSURANCE (NOT TO T-33 SHORT-FORM RESIDENTIAL MORTGAGE POLICY): IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, PRIOR BEFORE AT OR PRIOR TO CLOSING:
ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

NOTES

1. ALL BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), TEXAS CENTRAL ZONE (4203).
2. THE SUBJECT TRACT IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION. NO ZONING CLASSIFICATION OR SETBACK REQUIREMENTS.
3. UNDERGROUND UTILITIES MARKINGS WERE LOCATED ON THE PROPERTY (SHOWN ON SURVEY). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR WAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. NO OBSERVED PARKING STRIPES IN THE PROCESS OF CONDUCTING THE FIELDWORK.
5. ACCORDING TO PROJECT TRACKER (http://apps.dot.state.tx.us/apps-cq/project_tracker/), THERE ARE FUTURE HIGHWAY IMPROVEMENTS ON STATE HIGHWAY 140. FOR FURTHER INFORMATION CONTACT ROBERT URRUTIA, PROFESSIONAL ENGINEER OF TEXAS DEPARTMENT OF TRANSPORTATION, ROBERT.URRUTIA, PE (432) 498-4772.
6. THERE WAS NO EVIDENCE OF FIELD DELINEATION OF WETLANDS AT DATE OF SURVEY.
7. AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR MIDLAND COUNTY, TEXAS, PER MAP NUMBER 48329C0325F DATED SEPTEMBER 18, 2014 PANEL 325 OF 525, SUBJECT TRACT IS LOCATED IN ZONE X (UNSHADED), AREAS OF 0.2% CHANCE OR LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
8. THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN GF NO. WTA-80C-48802011190-MR, OF FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JANUARY 24, 2025. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.
9. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
10. THERE WAS NO EVIDENCE OF SUBJECT TRACT BEING USED AS A SOLID WASTE DUMP, DUMP, OR SANITARY LANDFILL AT DATE OF SURVEY.
11. THERE WAS NO EVIDENCE OF CEMETERIES LOCATED ON OR WITHIN FIVE (5) FEET OF THE SUBJECT TRACT AT THE DATE OF SURVEY.
12. SUBJECT TRACT IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 140 AND FAIRGROUNDS ROAD.

SURVEYOR'S CERTIFICATE

TO: QT SOUTH LLC, A TEXAS LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 8, 9, 11, 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 28, 2021.

DATE OF PLAT OR MAP: JULY 29, 2021

SHAUN MARVIN PEPPORN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6432
FIRM NO. 10194283

STATE OF TEXAS REGISTERED SHAUN MARVIN PEPPORN 6432 PROFESSIONAL LAND SURVEYOR

CENTER TEXAS
CENTER TEXAS, INC.
1519 LAKE PLACE DR.
WACO, TX 76710
(254) 666-4144
TBPELS# 10194283
SURVEYING & ENGINEERING
1519LLC.COM
TBPELS# 10194283 TBPELS# 10194283 TBPELS# F-11038 TBPELS# 10194283

PROJECT NO.: 9272

QuikTrip No. 7911

3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701

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PROTOTYPE: P-79 (05/01/24)
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
1	7-29-2021	REVISIONS PER QT COMMENTS
2	8-4-2021	REVISIONS PER QT COMMENTS
3	8-20-2021	UPDATED SURVEY
4	9-16-2021	REVISED SURVEY - CONFIRMED
5	11-14-2021	REVISED SURVEY - CONFIRMED

ORIGINAL ISSUE DATE:

SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER:
4 OF 4

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Erik Eckhart		Phone (913) 905-2045 Email eeckhart@quiktrip.com	
Address 5725 Foxridge Drive	City Mission	State KS	Zip 66202

Property Owner Printed Name: BLACK & DILLARD PROPERTY MANAGEMENT LTD		Phone ( ) Email	
Address PO BOX 60850	City MIDLAND	State TEXAS	Zip 79711

Representative *(if different from Applicant or Property Owner)* Firm: Jacobs Engineering Printed Name: Steven Granado, P.E.		Phone (212) 494-0088 Email Steven.Granado@jacobs.com	
Address 911 Central Parkway N, Suite 425	City San Antonio	State TX	Zip 78232

Street Address: 3101 GARDEN CITY HIGHWAY

Legal Description
Lot: 2010 Block: 006 Subdivision: 03820

Current Zoning: N/A - ETJ	**Proposed Zone:** RR - Retail Regional District *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request: New use of property

Present Use of Property: Undeveloped

Proposed Use of Property: Auto and diesel fuel service

How would this annexation/zone change affect the public health, safety and welfare?
Improve land use due to commercial development

Describe how this annexation/zone change will affect adjacent properties:

N/A - Proposed zoning is compatible with adjacent zoning

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: 8/2/2021
Applicant (printed): Erik Eckhart	
Property Owner (signature):	Date: 7/22/2021
Property Owner (printed): Michael E. Black	

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 Steven Granado who, being by me duly sworn, upon oath says: That (s)he is authorized by Michael E. Black, 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 9th day of August, 2021, to certify which witness my hand and seal of office.

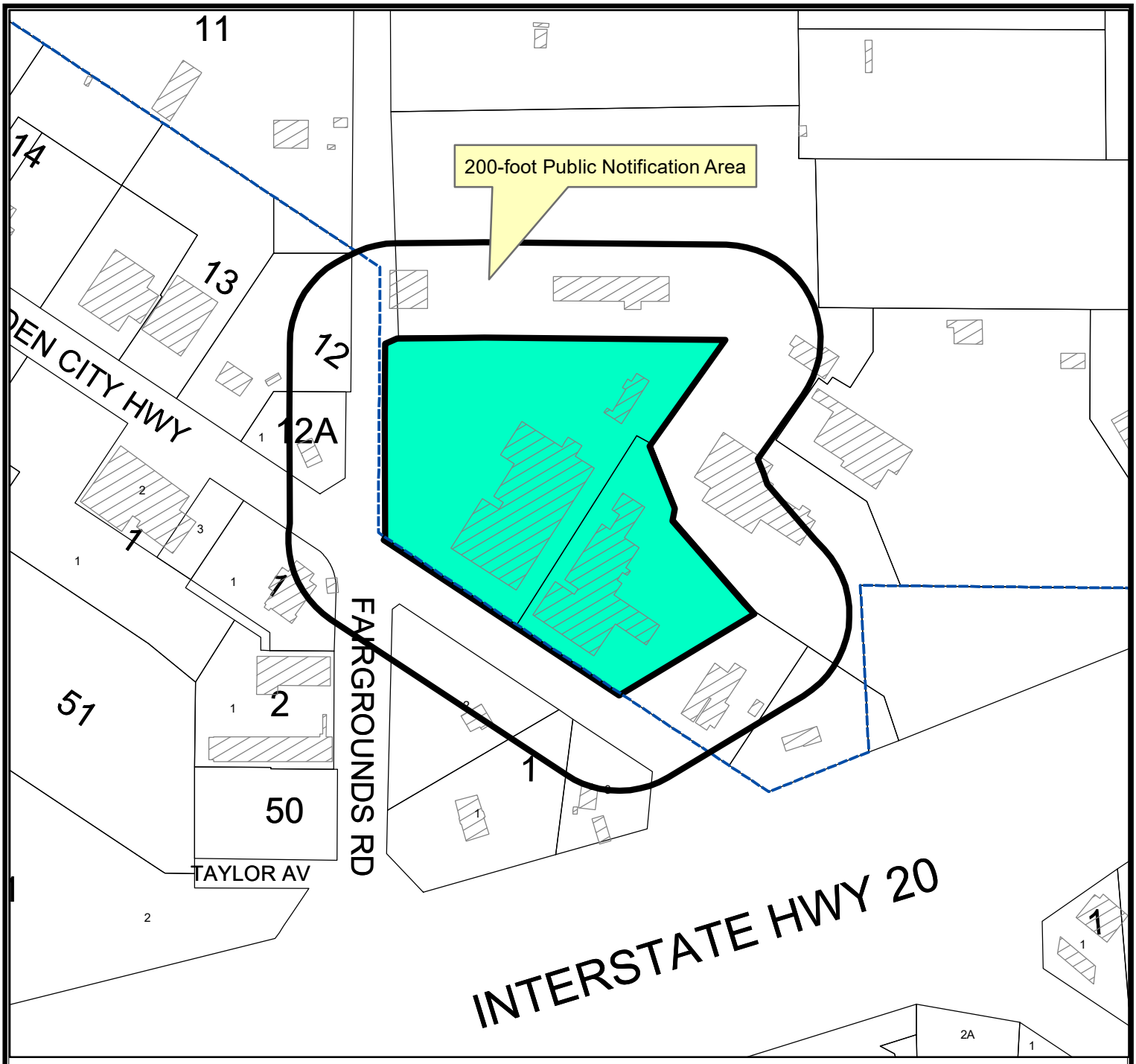
NEYSA CAMILLE CHOATE
Notary Public, State of Texas
My Comm. Exp. 01-02-2025
ID No. 717267-7

Neysa Camille Choate
NOTARY PUBLIC, ~~MIDLAND COUNTY~~ Bexar 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.****



LOCATION MAP

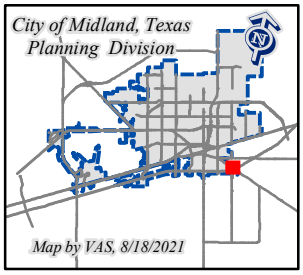
A-21-0028 **Scale: 1" = 300'**

Consider an ordinance for an annexation of a 9.162-acres tract of land located in Section 6, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the northeast corner of the intersection of Fairgrounds Road and Garden City Highway. (Extraterritorial Jurisdiction) 28.32

LEGEND

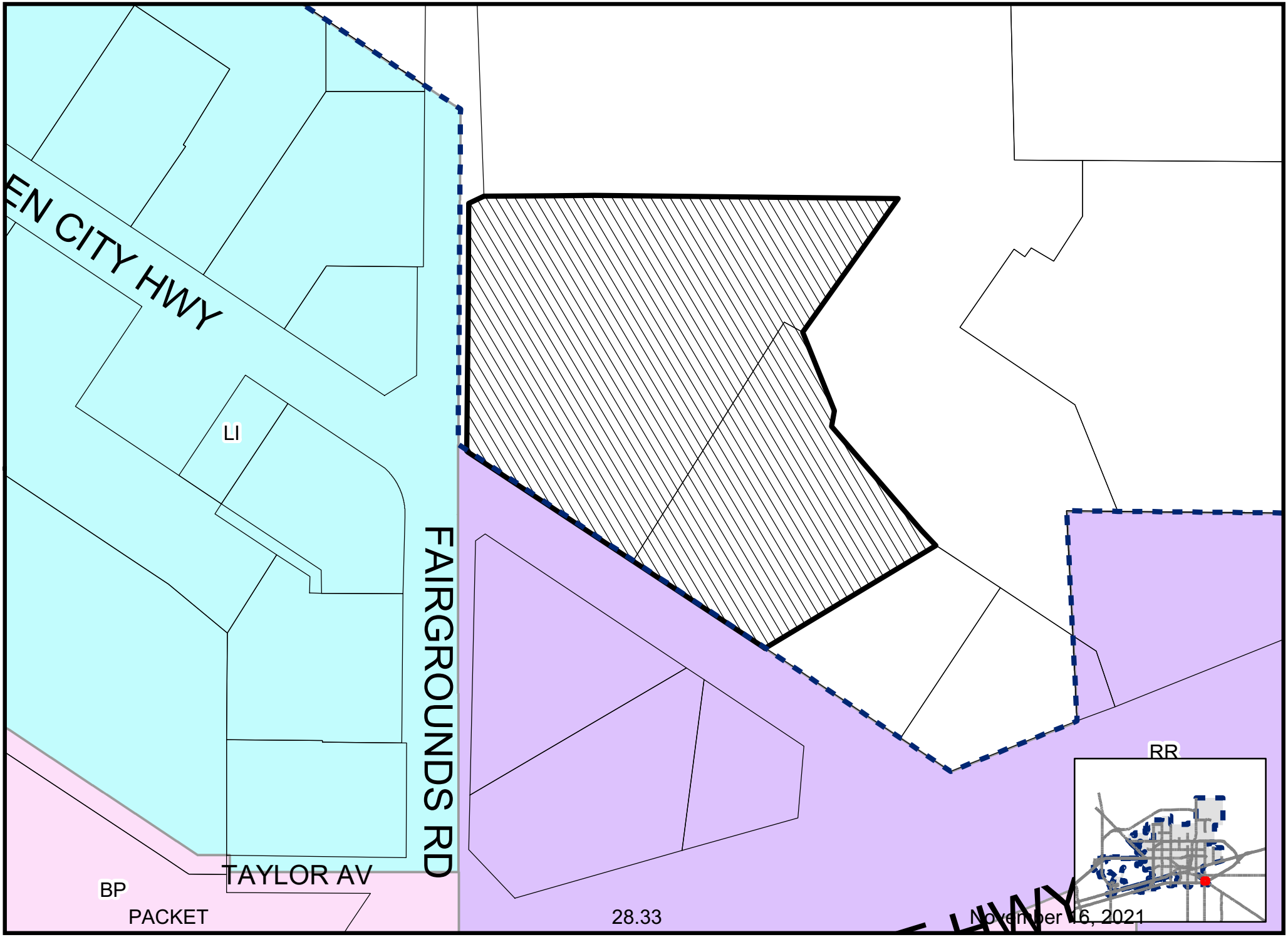
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

November 16, 2021

EXHIBIT
PACKET



Map By VAS, 9/22/2021

A-21-0028

Scale: 1" = 200'

ZONING MAP

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Pilot


2214




Pilot
Pilot
Pilot
Pilot
travel centers

City Council Meeting

Item Number: 29

Meeting Date: October 26, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manager

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 9.162-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND GARDEN CITY HIGHWAY; 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 Black & Dillard Property Management, LP, for the initial zoning of a 9.162-acre tract of land located in Section 6, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas, located on the northeast corner of the intersection of Fairgrounds Road and Garden City Highway.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicant, Black & Dillard Property Management, LP, is requesting the initial zoning of a 9.162-acre tract of land located in Section 6, Block 38, T-2-S, T&P RR Co. Survey, Midland

County, Texas, located on the northeast corner of the intersection of Fairgrounds Road and Garden City Highway, which is currently being annexed to be RR, Regional Retail District to develop a new gas station.

The site is currently in the process of being annexed into City Limits.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

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.

Fire: (Approved)

No objection.

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 Tall City Tomorrow Comprehensive Plan calls for Business Park uses in this location, where special consideration should be given to the image travelers have, as they pass through Midland. Preservation of sites suitable for industrial and business development adjacent to railroad and interstate access is important to the economic

development of the region. This request will aid in promoting investment in an established area with existing capital assets. This development will make full use of existing infrastructure, while also respecting the character of the surrounding neighborhood.

This request was recommended for approval at the October 4, 2021, Planning and Zoning Commission meeting.

As this proposed initial zoning conforms with 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 (Exhibit A) shall conform to the regulations of the RR, Regional Retail District.**

Letters of Objection:

As of October 20, 2021, staff has not received any letters of objection to this request.

Attachments:

Survey (Exhibit A)
Petition
Service Agreement
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 9.162-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND GARDEN CITY HIGHWAY; 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 26, 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

a 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) Exhibit A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Black & Dillard Property Management LP. ("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

Steven Granado, P.E.

Printed Name

Project Manager

Title

THE STATE OF Texas §
§
COUNTY OF Bexar §

This instrument was acknowledged before me on the 24 day of August, 2021, by Steven Granado in the capacity herein stated.

MY COMMISSION EXPIRES:

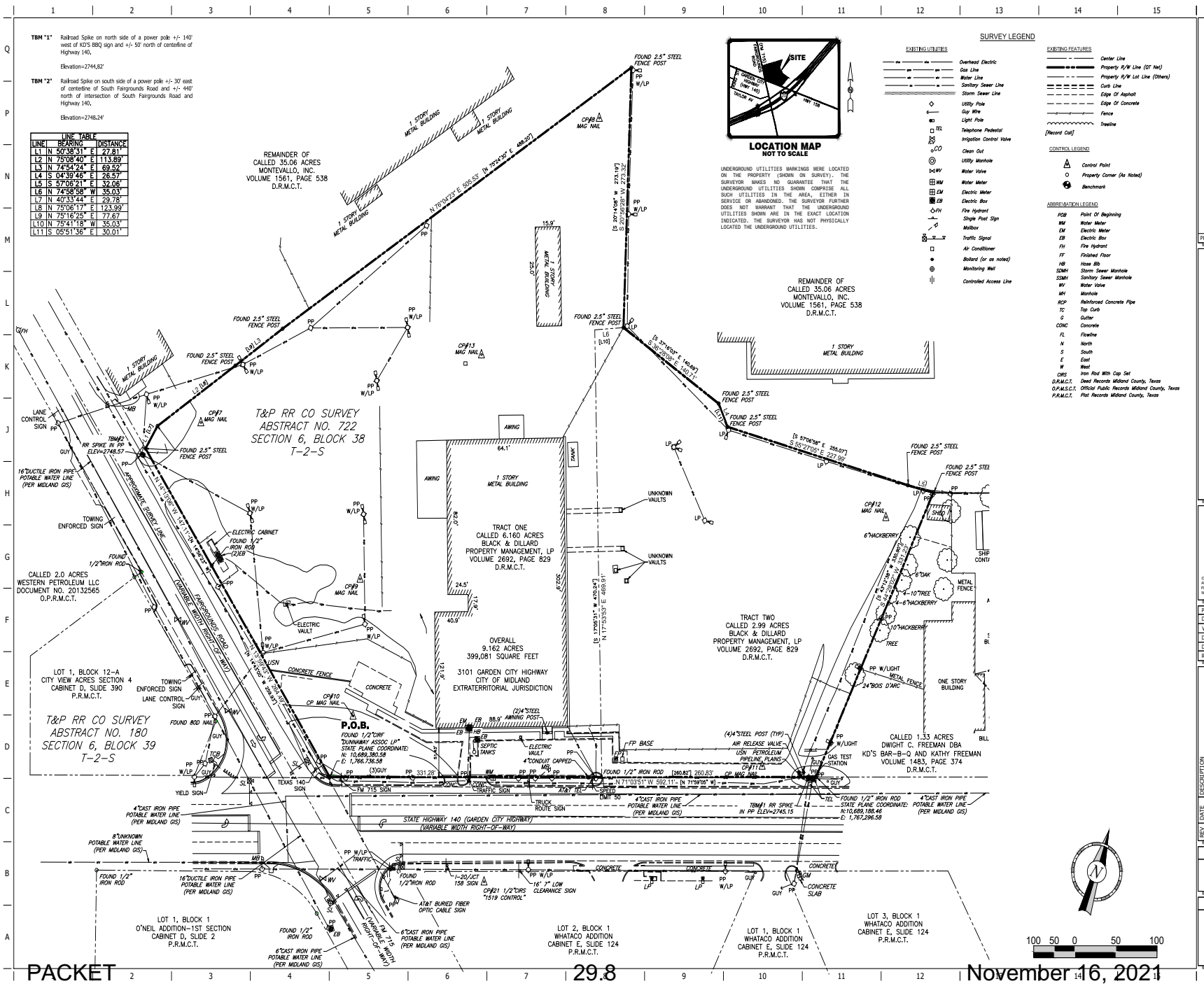
01-02-2025

NEYSA CAMILLE CHOATE
Notary Public, State of Texas
My Comm. Exp. 01-02-2025
ID No. 717267-7

Neysa Camille Choate

Notary Public, State of Texas

EXHIBIT A



CENTRAL TEXAS SURVEYING & MAPPING, INC.
3505 FLOWER AVE., Ste. A
Midland, TX 79705
(432) 687-1519
TBPLS# F-10194283
TBPELS# F-17299
TBPELS# 10193968
SURVEYING & ENGINEERING
1519LLC.com
TBPELS# 10194351

PROJECT NO.:9272

QuikTrip No. 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701

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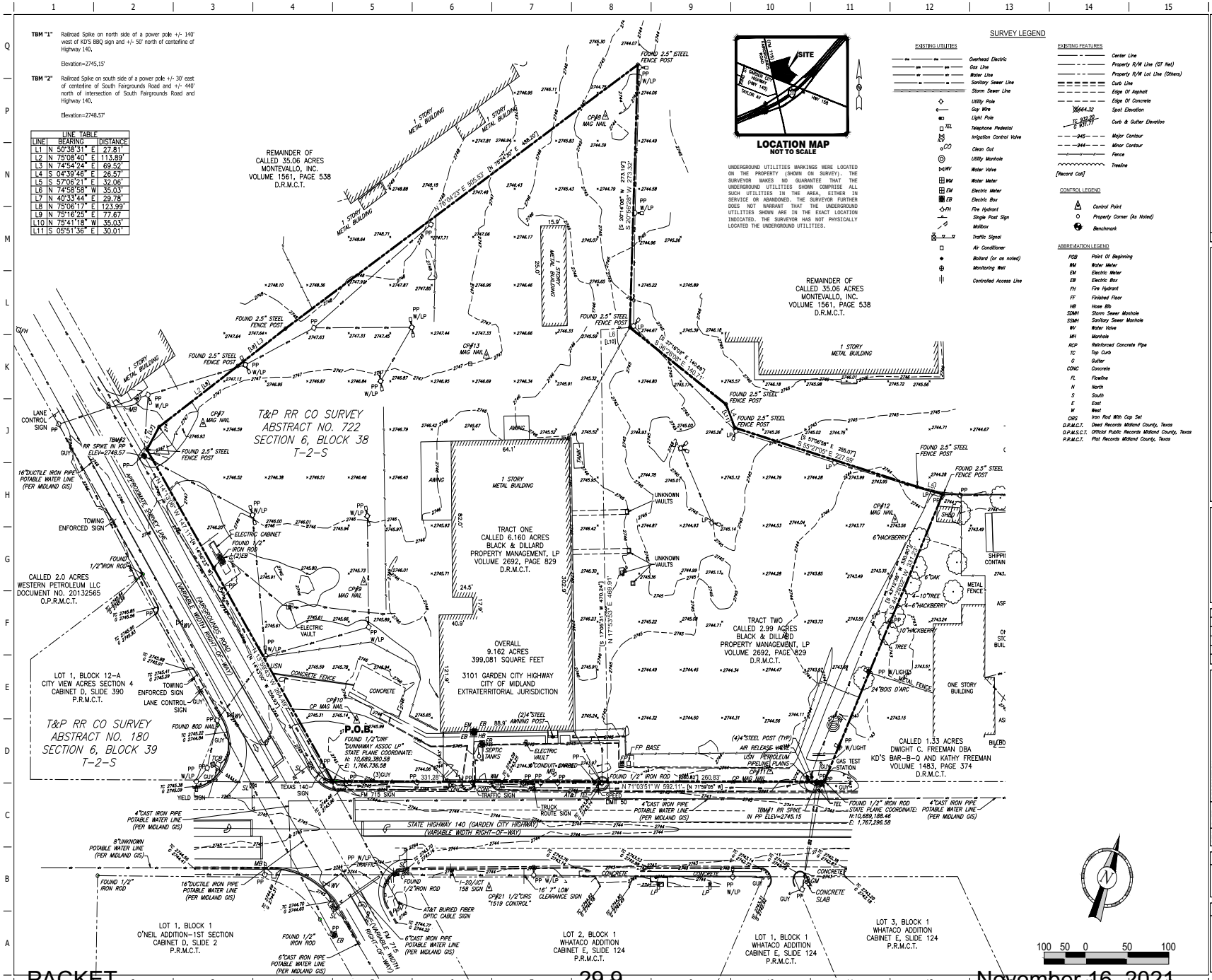
PROTOTYPE: P-79 (05/01/14)
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
	8/23/2021	UPDATED ALTA TO PROVIDE COORDINATES ON 2 POINTS
	8/20/2021	UPDATED SURVEY PER NEW SURVEY DATA
	7/28/2021	UPDATE SURVEY
	8/13/2021	UPDATE SURVEY - FOR REVIEW

ORIGINAL ISSUE DATE:

SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER:
1 OF 4



CENTRAL TEXAS SURVEYING, INC.
3604 FOREST AVE., Ste. A
WACO, TX. 76710
254.662.2810
DALLAS / FT. WORTH
2309 AVE. K, Ste. 300
FORT WORTH, TX. 76104
817.349.9559
TBPELS# 10193968 TBPELS# F-17299 TBPELS# 10194351 TBPELS# 10194283
1519
SURVEYING & ENGINEERING
1519LI.com

PROJECT NO.:9272

QuikTrip No. 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701

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PROTOTYPE: P-79 (05/01/14)
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
	8/23/2021	UPDATED AS-BUILTS PROVIDED, COORDINATES ON 2 SCREENS
	8/19/2021	UPDATE SURVEY
	8/18/2021	UPDATE SURVEY - Interview
	7/28/2021	UPDATE SURVEY
	8/18/2021	

ORIGINAL ISSUE DATE:

SHEET TITLE:
TOPOGRAPHIC SURVEY

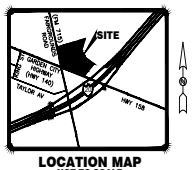
SHEET NUMBER:
2 OF 4

TBM "1" Railroad Spike on north side of a power pole +/- 140' west of KD'S BBQ sign and +/- 50' north of centerline of Highway 140.

Elevation=2745.15'

TBM "2" Railroad Spike on south side of a power pole +/- 30' east of centerline of South Fairgrounds Road and +/- 440' north of intersection of South Fairgrounds Road and Highway 140.

Elevation=2748.57'



LOCATION MAP
NOT TO SCALE

UNDERGROUND UTILITIES MARKINGS WERE LOCATED ON THE PROPERTY (SHOWN ON SURVEY). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SURVEY LEGEND

EXISTING UTILITIES

- Overhead Electric
- Gas Line
- Water Line
- Sanitary Sewer Line
- Storm Sewer Line
- Utility Pole
- Guy Wire
- Light Pole
- TEL Telephone Pedestal
- Irrigation Control Valve
- CO Clean Out
- Utility Manhole
- WV Water Valve
- WM Water Meter
- EM Electric Meter
- EB Electric Box
- FH Fire Hydrant
- Single Post Sign
- Mailbox
- Traffic Signal
- Air Conditioner
- Bollard (or as noted)
- Monitoring Well
- Controlled Access Line

EXISTING FEATURES

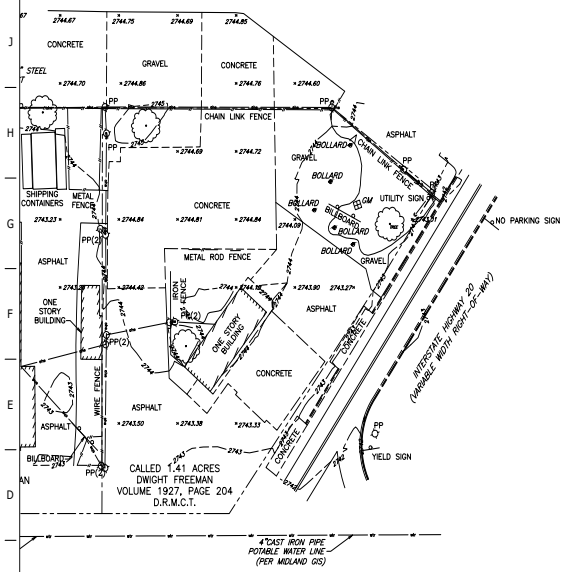
- Center Line
- Property R/W Line (QT Net)
- Property R/W Lot Line (Others)
- Curb Line
- Edge Of Asphalt
- Edge Of Concrete
- 3664.32 Spot Elevation
- TC 942.65 G 941.77 Curb & Gutter Elevation
- 945 Major Contour
- 944 Minor Contour
- Fence
- Treeline
- [Record Call]

CONTROL LEGEND

- Control Point
- Property Corner (As Noted)
- Benchmark

ABBREVIATION LEGEND

POB	Point Of Beginning
WM	Water Meter
EM	Electric Meter
EB	Electric Box
FH	Fire Hydrant
FF	Finished Floor
HB	Hose Bib
SDMH	Storm Sewer Manhole
SSMH	Sanitary Sewer Manhole
WV	Water Valve
MH	Manhole
RCP	Reinforced Concrete Pipe
TC	Top Curb
G	Gutter
CONC	Concrete
FL	Flowline
N	North
S	South
E	East
W	West
CIRS	Iron Rod With Cap Set
K.L.K. 4687	1/2" Iron Rod With Cap Stamped "K.L.K. 4687"
O.P.R.S.C.T.	Official Records Smith County, Texas
O.P.R.S.C.T.	Official Public Records Smith County, Texas
P.R.S.C.T.	Plat Records Smith County, Texas





100 50 0 50 100

CENTRAL TEXAS
3500 Fairway Ave., Ste. A
Waco, TX 76710
254.666.4144
TBPELS# F-17299
DALLAS / FT. WORTH
2201 Ave. K, Ste. 300
Plano, TX 75074
214.666.4144
TBPELS# F-17299
1519
SURVEYING & ENGINEERING
1519LLC.com
TBPELS# 10193968 TBPELS# F-17299 TBPELS# 10194351 TBPELS# 10194283

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3101 GARDEN CITY HIGHWAY
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DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
1	8/23/2021	UPDATED ALTA TO PROVIDE COORDINATES ON 2 POINTS
2	8/30/2021	UPDATE SURVEY PER REVIEW COMMENTS
3	9/15/2021	UPDATE SURVEY - Hatchures
4	7/26/2021	UPDATE SURVEY
5	8/13/2021	UPDATE SURVEY - Hatchures

ORIGINAL ISSUE DATE:

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NUMBER:
3 OF 4

DESCRIPTION PROPERTY

BEING A 9.162 ACRE TRACT OF LAND SITUATED IN THE T&P RR CO SURVEY, ABSTRACT NO. 722, SECTION 6, BLOCK 38, T-2-S, MIDLAND COUNTY, TEXAS, AND BEING ALL OF THE CALLED 6.160 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AND ALSO BEING ALL OF THE CALLED 2.99 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS, SAID 9.162 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2 INCH IRON ROD WITH CAP STAMPED "DUNAWAY ASSOC LP" FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT ONE, SAID 1/2 INCH IRON ROD WITH CAP STAMPED "DUNAWAY ASSOC LP" ALSO BEING THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 140 (GARDEN CITY HIGHWAY) (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FAIRGROUNDS ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 13 DEGREES 59 MINUTES 43 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 264.49 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 14 DEGREES 13 MINUTES 06 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 147.11 FEET TO A 2.5 INCH STEEL FENCE CORNER FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 50 DEGREES 38 MINUTES 31 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 27.81 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 75 DEGREES 08 MINUTES 40 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 113.89 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 74 DEGREES 54 MINUTES 24 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 69.52 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 76 DEGREES 04 MINUTES 23 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 505.53 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT ONE;

THENCE SOUTH 20 DEGREES 56 MINUTES 28 SECONDS WEST, WITH THE SOUTHEASTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 273.32 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT ONE, SAID 2.5 INCH STEEL FENCE POST ALSO BEING AN EXTERIOR CORNER OF SAID TRACT TWO;

THENCE SOUTH 36 DEGREES 28 MINUTES 08 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 140.71 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 04 DEGREES 39 MINUTES 46 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 26.57 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 55 DEGREES 27 MINUTES 05 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 227.99 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 67 DEGREES 06 MINUTES 21 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 32.06 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE COMMON NORTHEAST CORNER OF SAID TRACT TWO AND NORTHWEST CORNER OF A CALLED 1.33 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO DWIGHT C. FREEMAN DBA KD'S BAR-B-Q AND KATHY FREEMAN RECORDED IN VOLUME 1483, PAGE 374 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS;

THENCE SOUTH 44 DEGREES 28 MINUTES 02 SECONDS WEST, WITH THE COMMON SOUTHEASTERLY LINE OF SAID TRACT TWO AND NORTHWESTERLY LINE OF SAID 1.33 ACRE TRACT OF LAND, A DISTANCE OF 331.23 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTHEAST CORNER OF SAID TRACT TWO AND SOUTHWEST CORNER OF SAID 1.33 ACRE TRACT OF LAND, SAID 1/2 INCH IRON ROD ALSO BEING IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY);

THENCE NORTH 71 DEGREES 03 MINUTES 51 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT TWO AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY), PASSING AT A DISTANCE OF 260.83 FEET, A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTHWEST CORNER OF SAID TRACT TWO AND SOUTHEAST CORNER OF SAID TRACT ONE, IN ALL, A DISTANCE OF 592.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 399,081 SQUARE FEET, OR 9.162 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT GF NO. WTA-80C-48802011190-MR

SCHEDULE "B" 10 ITEMS

10a. 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.

10b. DISTRIBUTION EASEMENT AND RIGHT OF WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 317, PAGE 320, VOLUME 413, PAGE 18, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE RECORD DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT – NOT SHOWN ON THE SURVEY (NOT ENOUGH INFORMATION).

10c. EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 475, PAGE 602, VOLUME 576, PAGE 394, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE RECORD DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT – NOT SHOWN ON THE SURVEY (NOT ENOUGH INFORMATION).

10d. ANY PORTION OF THE PROPERTY DESCRIBED HEREIN WITHIN THE LIMITS OR BOUNDARIES OF ANY PUBLIC OR PRIVATE ROADWAY AND/OR HIGHWAY.

10e. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS.

10f. SUBJECT PROPERTY IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION, AND AS SUCH, MAY BE SUBJECT TO CERTAIN ORDINANCES, CODES, RESTRICTIONS AND REGULATORY POWERS OF THE CITY OF MIDLAND.

10g. RIGHTS OF PARTIES IN POSSESSION.

10h. RIGHTS OF PARTIES IN POSSESSION UNDER ANY UNRECORDED, WRITTEN OR ORAL LEASE AGREEMENT.

10i. VISIBLE OR APPARENT EASEMENT(S) AND/OR RIGHTS OF WAY ON, OVER, UNDER OR ACROSS THE LAND.

10j. IF ANY PORTION OF THE PROPOSED LOAN AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED: OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND. HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF. OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO $ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO.: 48802011190

10k. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING:
ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

NOTES

1. ALL BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), TEXAS CENTRAL ZONE (4203).
2. THE SUBJECT TRACT IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION. NO ZONING CLASSIFICATION OR SETBACK REQUIREMENTS.
3. UNDERGROUND UTILITIES MARKINGS WERE LOCATED ON THE PROPERTY (SHOWN ON SURVEY). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. NO OBSERVED PARKING STRIPES IN THE PROCESS OF CONDUCTING THE FIELDWORK.
5. ACCORDING TO PROJECT TRACKER (http://apps.dot.state.tx.us/apps-cq/project_tracker/), THERE ARE FUTURE HIGHWAY IMPROVEMENTS ON STATE HIGHWAY 140; FOR FURTHER INFORMATION CONTACT ROBERT ORNELAS, PROFESSIONAL ENGINEER OF TEXAS DEPARTMENT OF TRANSPORTATION. ROBERT ORNELAS, PE (432) 498-4772.
6. THERE WAS NO EVIDENCE OF FIELD DELINEATION OF WETLANDS AT DATE OF SURVEY.
7. AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR MIDLAND COUNTY, TEXAS, PER MAP NUMBER 48329C0206F DATED SEPTEMBER 16, 2005 PANEL 206 OF 525, SUBJECT TRACT IS LOCATED IN ZONE X (UNSHADED), AREAS OF 0.2% CHANCE OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
8. THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN GF NO. WTA-80C-48802011190-MR, OF FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JANUARY 24, 2020. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.
9. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
10. THERE WAS NO EVIDENCE OF SUBJECT TRACT BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL AT DATE OF SURVEY.
11. THERE WAS NO EVIDENCE OF CEMETERIES LOCATED IN OR WITHIN FIVE (5) FEET OF THE SUBJECT TRACT AT THE DATE OF SURVEY.
12. SUBJECT TRACT IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 140 AND FAIRGROUND ROAD.

SURVEYOR'S CERTIFICATE

TO: QT SOUTH LLC, A TEXAS LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 8, 9, 11, 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 28, 2021.

DATE OF PLAT OR MAP: JULY 29, 2021

SHAUN MARVIN PIEPKORN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6432
FIRM NO. 10194283

STATE OF TEXAS · REGISTERED · SHAUN MARVIN PIEPKORN · 6432 · PROFESSIONAL · LAND SURVEYOR

1519
SURVEYING & ENGINEERING
1519LLC.com
CENTRAL TEXAS
3009 Fannin Ave., Ste. A
Brady, TX 76825
325.716.1519
DALLAS / FT. WORTH
2000 Bryan St., Ste. 300
Dallas, TX 75201
214.396.1519
TBPELS# 10194283

PROJECT NO.:9272

QuikTrip No. 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701

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PROTOTYPE: P-79 (05/01/14)
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
3	8/30/2021	UPDATED ALTA TO PROVIDE COORDINATES ON 2 POINTS
2	8/16/2021	UPDATED ALTA TO SHOW CLEAR AREA
1	7/30/2021	UPDATE SURVEY
0	8/13/2021	UPDATE SURVEY - PRELIMINARY

ORIGINAL ISSUE DATE:

SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER:
4 OF 4

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) Exhibit A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Black & Dillard Property Management LP. ("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

Steven Granado, P.E.

Printed Name

Project Manager

Title

THE STATE OF Texas §
§
COUNTY OF Bexar §

This instrument was acknowledged before me on the 24 day of August, 2021, by Steven Granado in the capacity herein stated.

MY COMMISSION EXPIRES:

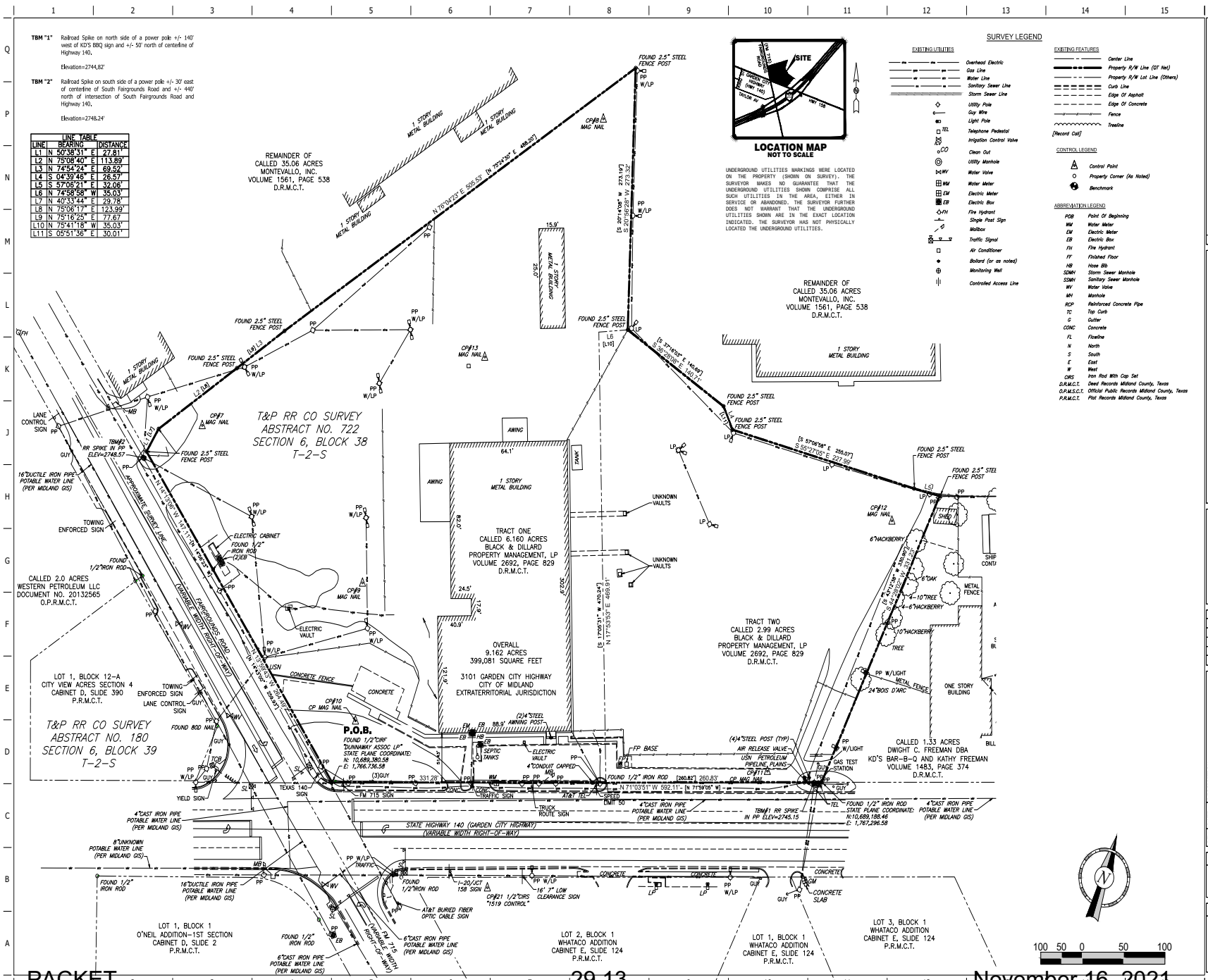
01-02-2025

NEYSA CAMILLE CHOATE
Notary Public, State of Texas
My Comm. Exp. 01-02-2025
ID No. 717267-7

Neysa Camille Choate

Notary Public, State of Texas

EXHIBIT A



CENTRAL TEXAS SURVEYING, INC.
3604 FLOWER AVE., Ste. A
Midland, TX 79705
(432) 697-1317
TBPLS# F-10194283
DOW AVE. JEFF MORRIS
2500 W. 7th St., Suite 300
Fort Worth, TX. 76104
(817) 336-5600
TBPELS# 10193968 TBPELS# F-17299 TBPELS# 10194351 TBPELS# 10193968

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SURVEYING & ENGINEERING
1519LLC.com

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MIDLAND, TEXAS 79701

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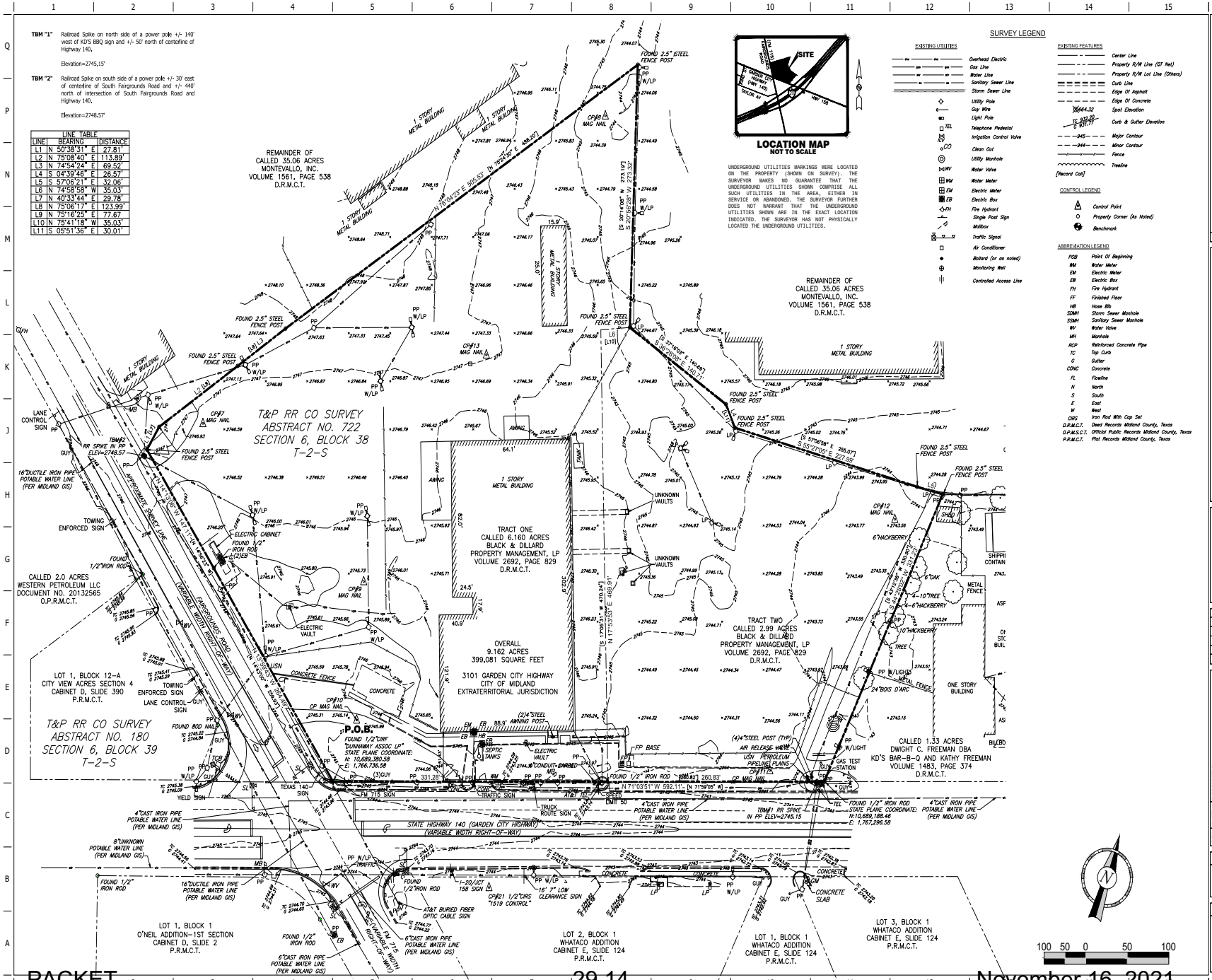
PROTOTYPE: P-79 (05/01/14)
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
	8/23/2021	UPDATED ALTA TO PROVIDE COORDINATES ON 2 POINTS
	8/20/2021	UPDATED SURVEY PER NEW SURVEY DATA
	7/29/2021	UPDATE SURVEY - PARTIAL
	8/13/2021	UPDATE SURVEY - PARTIAL

ORIGINAL ISSUE DATE:

SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER:
1 OF 4



CENTRAL TEXAS SURVEYING, INC.
3604 FOREST AVE., Ste. A
WACO, TX. 76710
254.662.1519
1519 JBS WORKS
2000 AVE. H, Ste. 300
FORT WORTH, TX. 76104
817.349.1519
SURVEYING & ENGINEERING
1519JBS.COM
TBPELS# 10193968 TBPELS# F-17299 TBPELS# 10194351 TBPELS# 10194283

PROJECT NO.:9272

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3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701

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DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
	8/23/2021	UPDATED AS-BUILT PROVIDED COORDINATES ON 2 SCREWS
	8/19/2021	UPDATE SURVEY PER AS-BUILT DRAWINGS
	7/28/2021	UPDATE SURVEY - PRELIMINARY
	8/13/2021	UPDATE SURVEY - PRELIMINARY

ORIGINAL ISSUE DATE:

SHEET TITLE:
TOPOGRAPHIC SURVEY

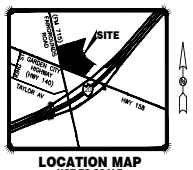
SHEET NUMBER:
2 OF 4

TBM "1" Railroad Spike on north side of a power pole +/- 140' west of KD'S BBQ sign and +/- 50' north of centerline of Highway 140.

Elevation=2745.15'

TBM "2" Railroad Spike on south side of a power pole +/- 30' east of centerline of South Fairgrounds Road and +/- 440' north of intersection of South Fairgrounds Road and Highway 140.

Elevation=2748.57'



LOCATION MAP
NOT TO SCALE

UNDERGROUND UTILITIES MARKINGS WERE LOCATED ON THE PROPERTY (SHOWN ON SURVEY). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SURVEY LEGEND

EXISTING UTILITIES

- Overhead Electric
- Gas Line
- Water Line
- Sanitary Sewer Line
- Storm Sewer Line
- Utility Pole
- Guy Wire
- Light Pole
- TEL Telephone Pedestal
- Irrigation Control Valve
- CO Clean Out
- Utility Manhole
- WV Water Valve
- WM Water Meter
- EM Electric Meter
- EB Electric Box
- FH Fire Hydrant
- Single Post Sign
- Mailbox
- Traffic Signal
- Air Conditioner
- Bollard (or as noted)
- Monitoring Well
- Controlled Access Line

EXISTING FEATURES

- Center Line
- Property R/W Line (QT Net)
- Property R/W Lot Line (Others)
- Curb Line
- Edge Of Asphalt
- Edge Of Concrete
- 3664.32 Spot Elevation
- TC 942.65 G 931.77 Curb & Gutter Elevation
- 945 Major Contour
- 944 Minor Contour
- Fence
- Treeline

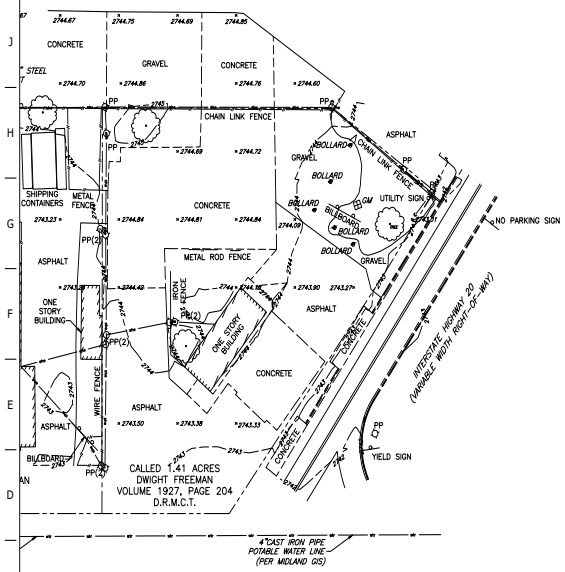
[Record Call]

CONTROL LEGEND

- Control Point
- Property Corner (As Noted)
- Benchmark

ABBREVIATION LEGEND

POB	Point Of Beginning
WM	Water Meter
EM	Electric Meter
EB	Electric Box
FH	Fire Hydrant
FF	Finished Floor
HB	Hose Bib
SDMH	Storm Sewer Manhole
SSMH	Sanitary Sewer Manhole
WV	Water Valve
MH	Manhole
RCP	Reinforced Concrete Pipe
TC	Top Curb
G	Gutter
CONC	Concrete
FL	Flowline
N	North
S	South
E	East
W	West
CIRS	Iron Rod With Cap Set
K.L.K. 4687	1/2" Iron Rod With Cap Stamped "K.L.K. 4687"
O.P.R.S.C.T.	Official Records Smith County, Texas
O.P.R.S.C.T.	Official Public Records Smith County, Texas
P.R.S.C.T.	Plat Records Smith County, Texas





100 50 0 50 100

CENTRAL TEXAS
3005 Fiddlers Rd., Ste. A
Midland, TX 79707
(432) 687-1310
DALLAS / FT. WORTH
2000 W. Loop 820 S., Ste. 300
Fort Worth, TX 76104
(817) 886-0566
TBPELS# 10193968 TBPELS# F-17299 TBPELS# 10194351 TBPELS# 10194283

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PROJECT NO.:9272

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MIDLAND, TEXAS 79701

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DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
1	8/23/2021	UPDATED ALTA TO PROVIDE COORDINATES ON 2 POINTS
2	8/30/2021	UPDATE SURVEY PER REVIEW COMMENTS
3	9/15/2021	UPDATE SURVEY - Hatching
4	9/15/2021	UPDATE SURVEY - Hatching
5	7/26/2021	UPDATE SURVEY

ORIGINAL ISSUE DATE:

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NUMBER:
3 OF 4

DESCRIPTION PROPERTY

BEING A 9.162 ACRE TRACT OF LAND SITUATED IN THE T&P RR CO SURVEY, ABSTRACT NO. 722, SECTION 6, BLOCK 38, T-2-S, MIDLAND COUNTY, TEXAS, AND BEING ALL OF THE CALLED 6.160 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AND ALSO BEING ALL OF THE CALLED 2.99 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS, SAID 9.162 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2 INCH IRON ROD WITH CAP STAMPED "DUNAWAY ASSOC LP" FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT ONE, SAID 1/2 INCH IRON ROD WITH CAP STAMPED "DUNAWAY ASSOC LP" ALSO BEING THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 140 (GARDEN CITY HIGHWAY) (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FAIRGROUNDS ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 13 DEGREES 59 MINUTES 43 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 264.49 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 14 DEGREES 13 MINUTES 06 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 147.11 FEET TO A 2.5 INCH STEEL FENCE CORNER FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 50 DEGREES 38 MINUTES 31 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 27.81 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 75 DEGREES 08 MINUTES 40 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 113.89 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 74 DEGREES 54 MINUTES 24 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 69.52 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 76 DEGREES 04 MINUTES 23 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 505.53 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT ONE;

THENCE SOUTH 20 DEGREES 56 MINUTES 28 SECONDS WEST, WITH THE SOUTHEASTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 273.32 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT ONE, SAID 2.5 INCH STEEL FENCE POST ALSO BEING AN EXTERIOR CORNER OF SAID TRACT TWO;

THENCE SOUTH 36 DEGREES 28 MINUTES 08 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 140.71 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 04 DEGREES 39 MINUTES 46 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 26.57 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 55 DEGREES 27 MINUTES 05 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 227.99 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 57 DEGREES 06 MINUTES 21 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 32.06 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE COMMON NORTHEAST CORNER OF SAID TRACT TWO AND NORTHWEST CORNER OF A CALLED 1.33 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO DWIGHT C. FREEMAN DBA KD'S BAR-B-Q AND KATHY FREEMAN RECORDED IN VOLUME 1483, PAGE 374 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS;

THENCE SOUTH 44 DEGREES 28 MINUTES 02 SECONDS WEST, WITH THE COMMON SOUTHEASTERLY LINE OF SAID TRACT TWO AND NORTHWESTERLY LINE OF SAID 1.33 ACRE TRACT OF LAND, A DISTANCE OF 331.23 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTHEAST CORNER OF SAID TRACT TWO AND SOUTHWEST CORNER OF SAID 1.33 ACRE TRACT OF LAND, SAID 1/2 INCH IRON ROD ALSO BEING IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY);

THENCE NORTH 71 DEGREES 03 MINUTES 51 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT TWO AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY), PASSING AT A DISTANCE OF 260.83 FEET, A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTHWEST CORNER OF SAID TRACT TWO AND SOUTHEAST CORNER OF SAID TRACT ONE, IN ALL, A DISTANCE OF 592.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 399,081 SQUARE FEET, OR 9.162 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT GF NO. WTA-80C-48802011190-MR

SCHEDULE "B" 10 ITEMS

10a. 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.

10b. DISTRIBUTION EASEMENT AND RIGHT OF WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 317, PAGE 320, VOLUME 413, PAGE 18, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE RECORD DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT – NOT SHOWN ON THE SURVEY (NOT ENOUGH INFORMATION).

10c. EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 475, PAGE 602, VOLUME 576, PAGE 394, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE RECORD DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT – NOT SHOWN ON THE SURVEY (NOT ENOUGH INFORMATION).

10d. ANY PORTION OF THE PROPERTY DESCRIBED HEREIN WITHIN THE LIMITS OR BOUNDARIES OF ANY PUBLIC OR PRIVATE ROADWAY AND/OR HIGHWAY.

10e. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS.

10f. SUBJECT PROPERTY IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION, AND AS SUCH, MAY BE SUBJECT TO CERTAIN ORDINANCES, CODES, RESTRICTIONS AND REGULATORY POWERS OF THE CITY OF MIDLAND.

10g. RIGHTS OF PARTIES IN POSSESSION.

10h. RIGHTS OF PARTIES IN POSSESSION UNDER ANY UNRECORDED, WRITTEN OR ORAL LEASE AGREEMENT.

10i. VISIBLE OR APPARENT EASEMENT(S) AND/OR RIGHTS OF WAY ON, OVER, UNDER OR ACROSS THE LAND.

10j. IF ANY PORTION OF THE PROPOSED LOAN AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED: OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND. HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF. OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO $ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO.: 48802011190

10k. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING:
ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

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1. ALL BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), TEXAS CENTRAL ZONE (4203).
2. THE SUBJECT TRACT IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION. NO ZONING CLASSIFICATION OR SETBACK REQUIREMENTS.
3. UNDERGROUND UTILITIES MARKINGS WERE LOCATED ON THE PROPERTY (SHOWN ON SURVEY). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. NO OBSERVED PARKING STRIPES IN THE PROCESS OF CONDUCTING THE FIELDWORK.
5. ACCORDING TO PROJECT TRACKER (http://apps.dot.state.tx.us/apps-cq/project_tracker/), THERE ARE FUTURE HIGHWAY IMPROVEMENTS ON STATE HIGHWAY 140; FOR FURTHER INFORMATION CONTACT ROBERT ORNELAS, PROFESSIONAL ENGINEER OF TEXAS DEPARTMENT OF TRANSPORTATION. ROBERT ORNELAS, PE (432) 498-4772.
6. THERE WAS NO EVIDENCE OF FIELD DELINEATION OF WETLANDS AT DATE OF SURVEY.
7. AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR MIDLAND COUNTY, TEXAS, PER MAP NUMBER 48329C0206F DATED SEPTEMBER 16, 2005 PANEL 206 OF 525, SUBJECT TRACT IS LOCATED IN ZONE X (UNSHADED), AREAS OF 0.2% CHANCE OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
8. THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN GF NO. WTA-80C-48802011190-MR, OF FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JANUARY 24, 2020. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.
9. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
10. THERE WAS NO EVIDENCE OF SUBJECT TRACT BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL AT DATE OF SURVEY.
11. THERE WAS NO EVIDENCE OF CEMETERIES LOCATED IN OR WITHIN FIVE (5) FEET OF THE SUBJECT TRACT AT THE DATE OF SURVEY.
12. SUBJECT TRACT IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 140 AND FAIRGROUND ROAD.

SURVEYOR'S CERTIFICATE

TO: QT SOUTH LLC, A TEXAS LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 8, 9, 11, 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 28, 2021.

DATE OF PLAT OR MAP: JULY 29, 2021

SHAUN MARVIN PIEPKORN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6432
FIRM NO. 10194283

STATE OF TEXAS REGISTERED SHAUN MARVIN PIEPKORN 6432 PROFESSIONAL LAND SURVEYOR

1519
SURVEYING & ENGINEERING
1519LLC.com
CENTRAL TEXAS
5004 Fanning Ave., Ste. A
Lubbock, TX 79414
254.776.1519
DALLAS / FT. WORTH
2000 Bryan St., Ste. 300
Dallas, TX 75201
Fort Worth, TX 76104
817.349.9442
TBPELS# 10193998 TBPELS# F-17299 TBPELS# 10191451 TBPELS# 10194283

PROJECT NO.:9272

QuikTrip No. 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701

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PROTOTYPE: P-79 (05/01/14)
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
3	8/30/2021	UPDATED ALTA TO PROVIDE COORDINATES ON 2 POINTS
2	8/19/2021	UPDATE SURVEY PER MIDLAND COMMENTS
1	7/30/2021	UPDATE SURVEY
0	8/13/2021	UPDATE SURVEY - INITIAL ISSUE

ORIGINAL ISSUE DATE:

SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER:
4 OF 4

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 23 day of September 20 21, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and BLACK & DILLARD PROPERTY MANAGEMENT, LP, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of **9.162-acre tract of land out of Section 6, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. EACH PARTY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND PETITIONER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

B. **Notice.** Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as

follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to PETITIONER: Black & Dillard Property Management, LP
P.O. Box 60850
Midland, Texas 79711

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

F. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

G. **Notice of alleged breach; statutory prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be

supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Michael Black

Title: Manager / Vice President

STATE OF Texas §

§

COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 8th day of September, 2021 personally appeared, Michael Black, an officer of Black Dillard Property Management, LP, 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 8th day of September, 2021.

SAMANTHA JEAN DURHAM
Notary Public, State of Texas
Comm. Expires 11-04-2023
Notary ID 128791814

Samantha Jean Durham

Notary Public, State of Texas

Exhibit "A" to Service Agreement

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) Exhibit A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Black & Dillard Property Management LP. ("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

Steven Granado, P.E.

Printed Name

Project Manager

Title

THE STATE OF Texas §
§
COUNTY OF Bexar §

This instrument was acknowledged before me on the 24 day of August, 2021, by Steven Granado in the capacity herein stated.

MY COMMISSION EXPIRES

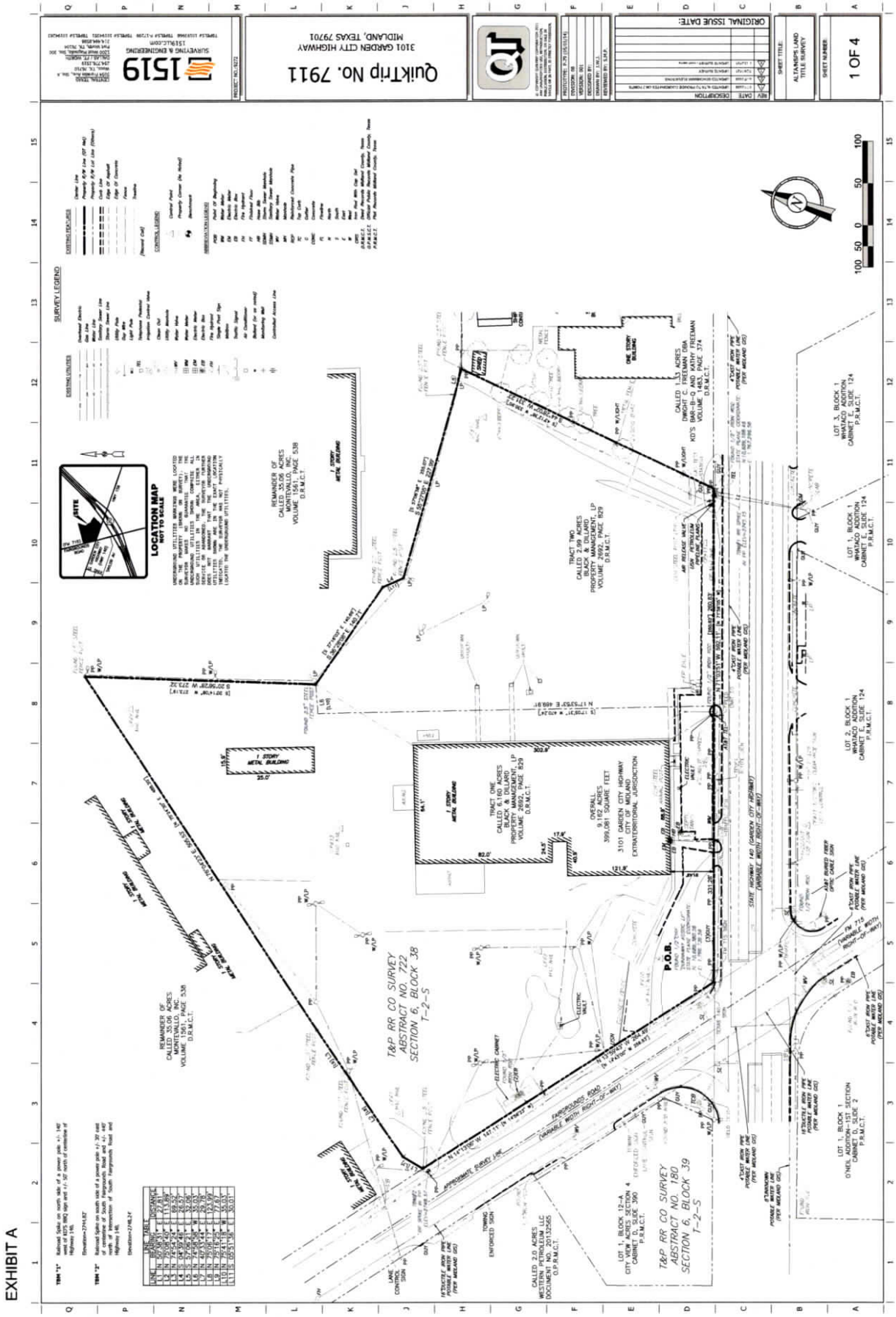
01-02-2025

NEYSA CAMILLE CHOATE
Notary Public, State of Texas
My Comm. Exp. 01-02-2025
ID No. 717267-7

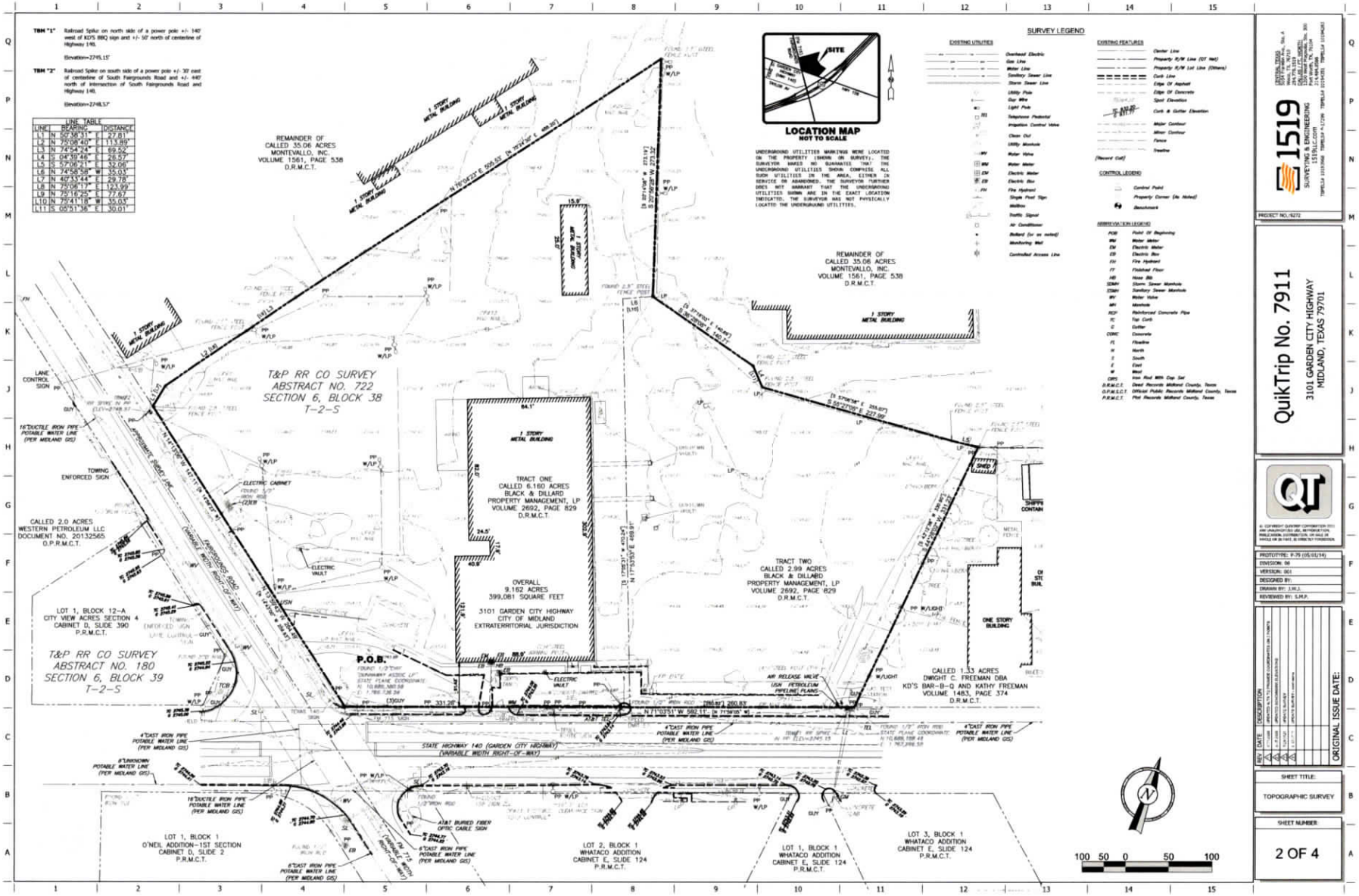
Neysa Camille Choate

Notary Public, State of Texas

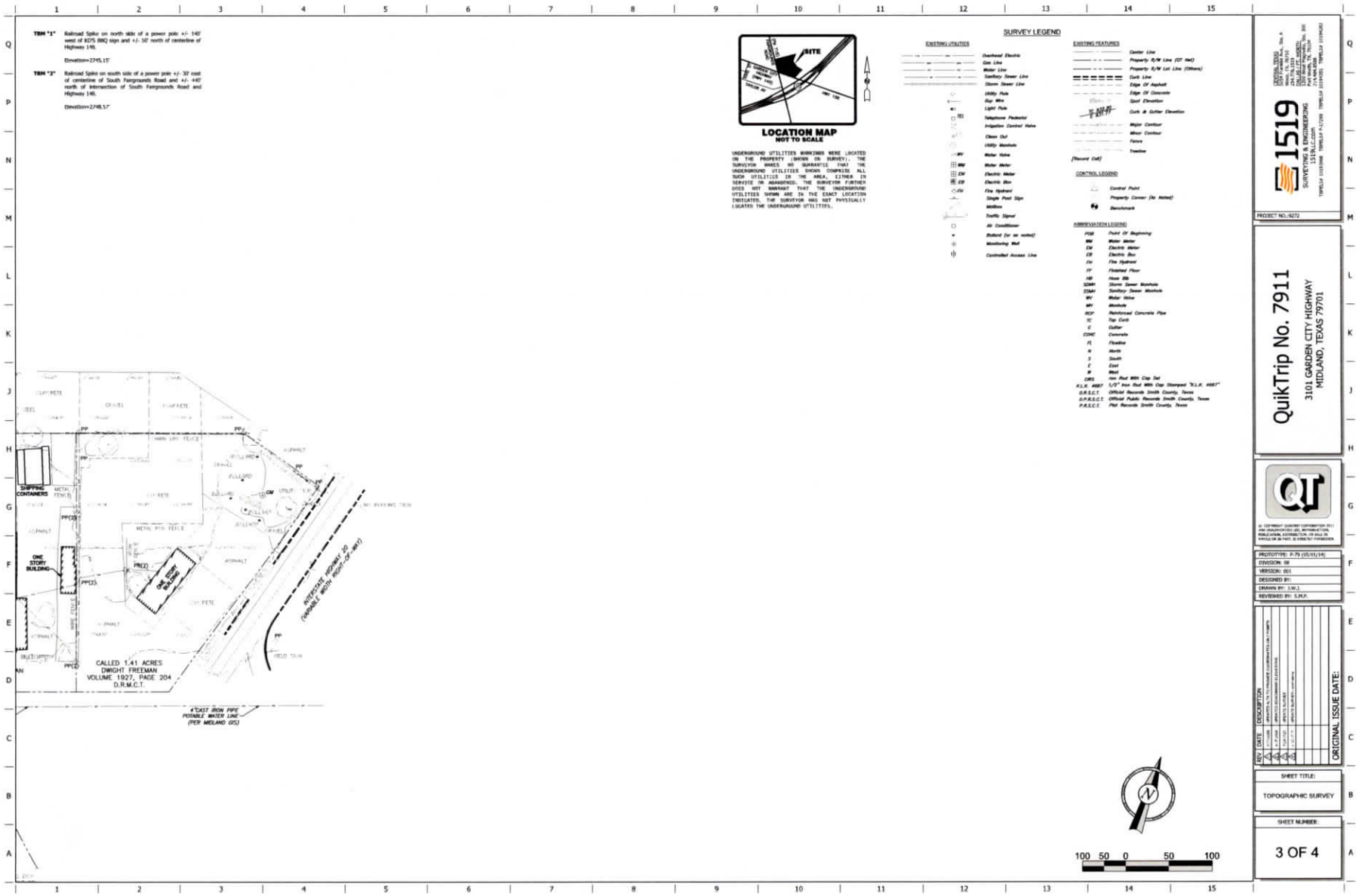
EXHIBIT A


QuikTrip No. 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701
1519
SURVEYING & ENGINEERING
ORIGINAL ISSUE DATE:
SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY
SHEET NUMBER:
1 OF 4
SURVEY LEGEND
LOCATION MAP
NOT TO SCALE
SITE
REMAINDER OF CALLED 320.36 ACRES MONTEVALLO, INC. VOLUME 1561, PAGE 538 D.R.M.C.T.
TRACT TWO CALLED 7.160 ACRES BLACK & DILLARD PROPERTY MANAGEMENT, LP VOLUME 2892, PAGE 829 D.R.M.C.T.
TRACT ONE CALLED 6.160 ACRES BLACK & DILLARD PROPERTY MANAGEMENT, LP VOLUME 2892, PAGE 829 D.R.M.C.T.
OVERALL 9.320 ACRES 399,081 SQUARE FEET 3101 GARDEN CITY HIGHWAY CITY OF MIDLAND EXTRATERRITORIAL JURISDICTION
CALLED 1.33 ACRES DWIGHT C. FREEMAN DBA KID'S KINGDOM VOLUME 1483, PAGE 374 D.R.M.C.T.
LOT 3, BLOCK 1 WHATACO ADDITION CABINET E, SLIDE 124 P.R.M.C.T.
LOT 1, BLOCK 1 WHATACO ADDITION CABINET E, SLIDE 124 P.R.M.C.T.
LOT 2, BLOCK 1 WHATACO ADDITION CABINET E, SLIDE 124 P.R.M.C.T.
LOT 1, BLOCK 1 O'NEIL ADDITION, SECTION 2 CABINET C, SLIDE 1 P.R.M.C.T.
LOT 1, BLOCK 12-A CITY VIEW ACRES SECTION 4 CABINET D, SLIDE 390 P.R.M.C.T.
CALLED 2.0 ACRES WESTERN PETROLEUM, LLC DOCUMENT NO. 2022012565 O.P.R.M.C.T.
T&P RR CO SURVEY ABSTRACT NO. 722 SECTION 6, BLOCK 38 T-2-S
T&P RR CO SURVEY ABSTRACT NO. 180 SECTION 6, BLOCK 39 T-2-S
P.O.B.
FAIRGROUNDS ROAD (VARIABLE WIDTH RIGHT-OF-WAY)
STATE HIGHWAY 140 (GARDEN CITY HIGHWAY) (VARIABLE WIDTH RIGHT-OF-WAY)
FM 715 (VARIABLE WIDTH RIGHT-OF-WAY)
LINE TABLE
LOCATION MAP
NOT TO SCALE

CONTINUATION OF EXHIBIT A



CONTINUATION OF EXHIBIT A



CONTINUATION OF EXHIBIT A

DESCRIPTION PROPERTY

BEING A 9.162 ACRE TRACT OF LAND SITUATED IN THE T&P RR CO SURVEY, ABSTRACT NO. 722, SECTION 9, BLOCK 39, T-2-S, MIDLAND COUNTY, TEXAS, AND BEING ALL OF THE CALLED 6.160 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AND ALSO BEING ALL OF THE CALLED 2.99 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN THE DEED TO BLACK & DILLARD PROPERTY MANAGEMENT, LP RECORDED IN VOLUME 2692, PAGE 829 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS, SAID 9.162 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2 INCH IRON ROD WITH CAP STAMPED "TOWNWAY ASSOC LP" FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT ONE, SAID 1/2 INCH IRON ROD WITH CAP STAMPED "TOWNWAY ASSOC LP" ALSO BEING THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 140 (GARDEN CITY HIGHWAY) (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FAIRGROUNDS ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 13 DEGREES 59 MINUTES 43 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 264.49 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 14 DEGREES 13 MINUTES 06 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT ONE AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 147.11 FEET TO A 2.5 INCH STEEL FENCE CORNER FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 50 DEGREES 36 MINUTES 31 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 37.81 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT ONE;

THENCE NORTH 75 DEGREES 08 MINUTES 40 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 113.88 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 74 DEGREES 54 MINUTES 24 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 69.62 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE NORTH 76 DEGREES 04 MINUTES 23 SECONDS EAST, WITH THE NORTHWESTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 505.53 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT ONE;

THENCE SOUTH 20 DEGREES 56 MINUTES 28 SECONDS WEST, WITH THE SOUTHEASTERLY LINE OF SAID TRACT ONE, A DISTANCE OF 273.32 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT ONE, SAID 2.5 INCH STEEL FENCE POST ALSO BEING AN EXTERIOR CORNER OF SAID TRACT TWO;

THENCE SOUTH 36 DEGREES 29 MINUTES 08 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 145.71 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 04 DEGREES 39 MINUTES 46 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 26.57 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 55 DEGREES 27 MINUTES 05 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 227.99 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR CORNER;

THENCE SOUTH 57 DEGREES 06 MINUTES 21 SECONDS EAST, WITH THE NORTHEASTERLY LINE OF SAID TRACT TWO, A DISTANCE OF 32.06 FEET TO A 2.5 INCH STEEL FENCE POST FOUND FOR THE COMMON NORTHEAST CORNER OF SAID TRACT TWO AND NORTHWEST CORNER OF A CALLED 1.33 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO DWIGHT C. FREEMAN DBA KD'S BAR-B-Q AND KATHY FREEMAN RECORDED IN VOLUME 1483, PAGE 374 OF SAID DEED RECORDS OF MIDLAND COUNTY, TEXAS;

THENCE SOUTH 44 DEGREES 28 MINUTES 02 SECONDS WEST, WITH THE COMMON SOUTHEASTERLY LINE OF SAID TRACT TWO AND NORTHWESTERLY LINE OF SAID 1.33 ACRE TRACT OF LAND, A DISTANCE OF 331.23 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTH-EAST CORNER OF SAID TRACT TWO AND SOUTHWEST CORNER OF SAID 1.33 ACRE TRACT OF LAND, SAID 1/2 INCH IRON ROD ALSO BEING IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY);

THENCE NORTH 71 DEGREES 03 MINUTES 31 SECONDS WEST, WITH THE COMMON SOUTHWESTERLY LINE OF SAID TRACT TWO AND NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 140 (GARDEN CITY HIGHWAY), PASSING AT A DISTANCE OF 280.85 FEET, A 1/2 INCH IRON ROD FOUND FOR THE COMMON SOUTHWEST CORNER OF SAID TRACT TWO AND SOUTHEAST CORNER OF SAID TRACT ONE, IN ALL, A DISTANCE OF 592.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 399,081 SQUARE FEET, OR 9.162 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT GF NO. WTA-80C-48802011190-MR

SCHEDULE "B" 10 ITEMS

10a. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF 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.

10b. DISTRIBUTION EASEMENT AND RIGHT OF WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 377, PAGE 225, VOLUME 410, PAGE 19, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE ABOVE DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT , BUT SHOWN ON THE SURVEY (NOT ENOUGH INFORMATION).

10c. EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY AS RECORDED IN VOLUME 470, PAGE 482, VOLUME 577, PAGE 284, DEED RECORDS OF MIDLAND COUNTY, TEXAS. COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

BASED ON THE ABOVE DESCRIPTION THIS ITEM DOES AFFECT SUBJECT TRACT , BUT SHOWN ON THE SURVEY (NOT ENOUGH INFORMATION).

10d. ANY PORTION OF THE PROPERTY DESCRIBED HEREIN WITHIN THE LIMITS OR RESERVATIONS OF ANY PUBLIC OR PRIVATE ROADWAY AND/OR HIGHWAY.

10e. TAXES (2026) CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS.

10f. SUBJECT PROPERTY IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION, AND AS SUCH, MAY BE SUBJECT TO CERTAIN ORDINANCES, ITEMS, RESTRICTIONS AND REGULATORY POWERS OF THE CITY OF MIDLAND.

10g. RIGHTS OF PARTIES IN POSSESSION.

10h. RIGHTS OF PARTIES TO PROCEEDING UNDER ANY AGREEMENT, WRITTEN OR ORAL LEASE AGREEMENT.

10i. VISIBLE OR APPARENT EASEMENT(S) AND/OR RIGHTS OF WAY ALL PAST, USED OR CROSS THE LAND.

10j. IF ANY PORTION OF THE PROPOSED LOAN AMOUNT THE INSURED'S TITLE POLICY EXCEEDS THE AMOUNT INCLUDES FUNDS FOR IMPROVEMENTS OR UNFINISHED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS REQUESTED: MECHANIC AND LIENS POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF SERVICE DONE OR CLAIMED FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND, WHICH, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF, OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO A CLOSE, LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, BUT FOR LESS MAYBE DETERMINED SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS, AND EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY, IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. WTA-80C-48802011190

10k. THE FOLLOWING EXCEPTIONS WILL APPEAR IN ANY POLICY ISSUED UNDER THAN THE T-33 RESIDENTIAL OWNER POLICY OF TITLE INSURANCE (NOT THE T-17R OWNER-FORM RESIDENTIAL MORTGAGE POLICY): IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, PRIOR BEFORE AT OR PRIOR TO CLOSING:
ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

NOTES

1. ALL BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), TEXAS CENTRAL ZONE (4203).
2. THE SUBJECT TRACT IS LOCATED IN THE CITY OF MIDLAND EXTRA TERRITORIAL JURISDICTION, NO ZONING CLASSIFICATION OR SETBACK REQUIREMENTS.
3. UNDERGROUND UTILITIES MARKINGS WERE LOCATED ON THE PROPERTY (SHOWN ON SURVEY). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR WAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. NO OBSERVED PARKING STRIPES IN THE PROCESS OF CONDUCTING THE FIELDWORK.
5. ACCORDING TO PROJECT TRACKER (http://apps.dot.state.tx.us/apps-cq/project_tracker/), THERE ARE FUTURE HIGHWAY IMPROVEMENTS ON STATE HIGHWAY 140. FOR FURTHER INFORMATION CONTACT ROBERT URRUTIA, PROFESSIONAL ENGINEER OF TEXAS DEPARTMENT OF TRANSPORTATION, ROBERT.URRUTIA, PE (432) 498-4772.
6. THERE WAS NO EVIDENCE OF FIELD DELINEATION OF WETLANDS AT DATE OF SURVEY.
7. AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR MIDLAND COUNTY, TEXAS, PER MAP NUMBER 48329C0325F DATED SEPTEMBER 18, 2014 PANEL 325 OF 525, SUBJECT TRACT IS LOCATED IN ZONE X (UNSHADED), AREAS OF 0.2% CHANCE OR LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
8. THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN GF NO. WTA-80C-48802011190-MR, OF FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JANUARY 24, 2025. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.
9. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
10. THERE WAS NO EVIDENCE OF SUBJECT TRACT BEING USED AS A SOLID WASTE DUMP, DUMP, OR SANITARY LANDFILL AT DATE OF SURVEY.
11. THERE WAS NO EVIDENCE OF CEMETERIES LOCATED ON OR WITHIN FIVE (5) FEET OF THE SUBJECT TRACT AT THE DATE OF SURVEY.
12. SUBJECT TRACT IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 140 AND FAIRGROUNDS ROAD.

SURVEYOR'S CERTIFICATE

TO: QT SOUTH LLC, A TEXAS LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 8, 9, 11, 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 28, 2021.

DATE OF PLAT OR MAP: JULY 29, 2021

SHAUN MARVIN PEPPORN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6432
FIRM NO. 10194283

STATE OF TEXAS REGISTERED SHAUN MARVIN PEPPORN 6432 LAND SURVEYOR

CENTER TEXAS
1519 DESIGN & ENGINEERING, INC.
PECOS, TX 79772
(915) 581-1519
CONTACT: JEFF ANDREW
1519 W. Texas Ave., Ste. 305
Fort Worth, TX 76104
(817) 953-1519
SURVEYING & ENGINEERING
1519LLC.com
TBPELS# 10106900 TBPELS# F-11076 TBPELS# 10194283 TBPELS# 10124383

PROJECT NO.: 9272

QuikTrip No. 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS 79701

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PROTOTYPE: P-79 (05/01/24)
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY: J.W.J.
REVIEWED BY: S.M.P.

REV	DATE	DESCRIPTION
1	7-29-2021	REVISIONS PER QT COMMENTS
2	8-27-2021	REVISIONS PER QT COMMENTS
3	9-24-2021	UPDATED SURVEY
4	10-25-2021	REVISED SURVEY - CONFIRMED
5	11-14-2021	REVISED SURVEY - CONFIRMED

ORIGINAL ISSUE DATE:

SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER:
4 OF 4

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Erik Eckhart		Phone (913) 905-2045 Email eeckhart@quiktrip.com	
Address 5725 Foxridge Drive	City Mission	State KS	Zip 66202

Property Owner Printed Name: BLACK & DILLARD PROPERTY MANAGEMENT LTD		Phone ( ) Email	
Address PO BOX 60850	City MIDLAND	State TEXAS	Zip 79711

Representative *(if different from Applicant or Property Owner)* Firm: Jacobs Engineering Printed Name: Steven Granado, P.E.		Phone (212) 494-0088 Email Steven.Granado@jacobs.com	
Address 911 Central Parkway N, Suite 425	City San Antonio	State TX	Zip 78232

Street Address: 3101 GARDEN CITY HIGHWAY

Legal Description
Lot: 2010 Block: 006 Subdivision: 03820

Current Zoning: N/A - ETJ	**Proposed Zone:** RR - Retail Regional District *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request: New use of property

Present Use of Property: Undeveloped

Proposed Use of Property: Auto and diesel fuel service

How would this annexation/zone change affect the public health, safety and welfare?
Improve land use due to commercial development

Describe how this annexation/zone change will affect adjacent properties:

N/A - Proposed zoning is compatible with adjacent zoning

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: 8/2/2021
Applicant (printed): Erik Eckhart	
Property Owner (signature):	Date: 7/22/2021
Property Owner (printed): Michael E. Black	

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 Steven Granado who, being by me duly sworn, upon oath says: That (s)he is authorized by Michael E. Black, 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 9th day of August, 2021, to certify which witness my hand and seal of office.

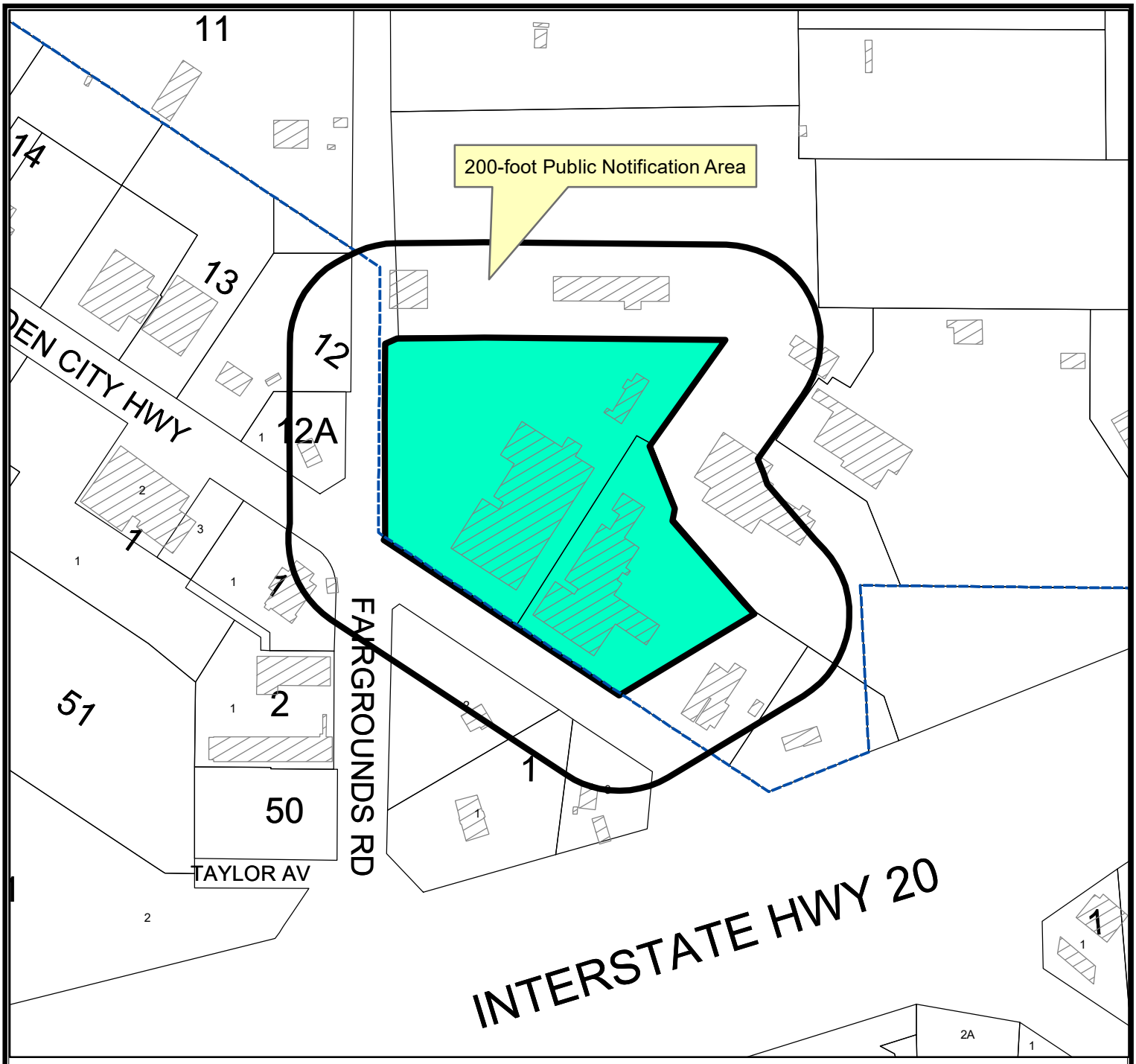
NEYSA CAMILLE CHOATE
Notary Public, State of Texas
My Comm. Exp. 01-02-2025
ID No. 717267-7

Neysa Camille Choate
NOTARY PUBLIC, ~~MIDLAND COUNTY~~ Bexar 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.****



LOCATION MAP

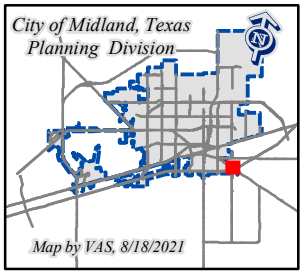
Z-21-0257 **Scale: 1" = 300'**

Consider a request for the initial zoning of a 9.162-acre tract of land out of Section 6, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas.

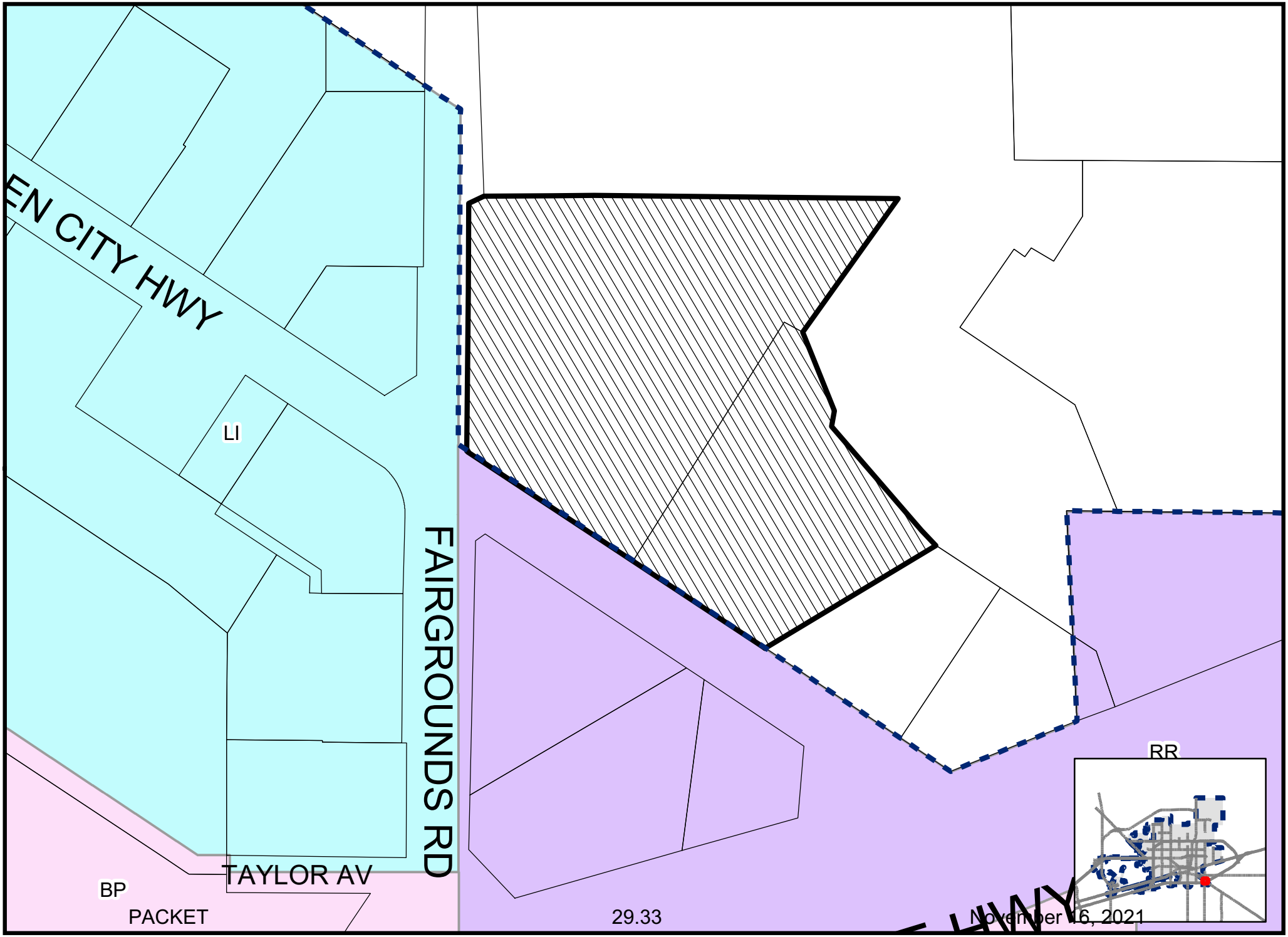
Generally located on the northeast corner of the intersection of Fairgrounds Road and Garden City Highway. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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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.



Map By VAS, 9/22/2021

Z-21-0257

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.


Pilot


2214




Pilot
Pilot
Pilot
travel centers

City Council Meeting

Item Number: 30

Meeting Date: October 26, 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 9, BLOCK 10, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 140 FEET NORTH OF EAST WASHINGTON 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, Jamie Bowers is requesting to rezone the property located at 407 S. Stonewall Street to allow for the construction of a single family home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

C, Commercial District.

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are zoned C, Commercial District and the locations of single-family homes and vacant land.

Analysis:

The property is located at 407 S. Stonewall Street and is currently vacant. The applicant is proposing the development of a single family home. Per the previous zoning code, the current zoning district would have allowed for the construction of a residential home, as it allowed for cumulative zoning. Under the new zoning code adopted in 2019, residential uses became more specific to single-family zoning districts. The property meets the minimum lot size requirements in the SF-3, Single-Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, 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.

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 proposed development fits with the Tall City Tomorrow Comprehensive Plan, Chapter 3, An Integrated Land Use Vision, Future Land Use Map as this area calls for urban residential-medium. This designation calls for a mix of housing types, including single-family, townhouse, and two-family dwelling uses. In addition, this zone change fits the surrounding land uses in this area.

This request was approved at the October 4th Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from C, Commercial 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 October 20, 2021.

Attachments:

Property survey (Exhibit A)
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 9, BLOCK 10, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 140 FEET NORTH OF EAST WASHINGTON 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 9, Block 10, Greenwood Addition, Third, Fourth and 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 C, Commercial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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-21-0264

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jamie Bowers		Phone (432) 210-4384 Email jbowers479@gmail.com	
Address 940 N Weatherford	City Midland	State TX	Zip 79701

Property Owner Printed Name: Jamie Bowers		Phone (432) 210-4384 Email 432 210-4384	
Address 940 N Weatherford	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name: Jamie Bowers		Phone (432) 210-4384 Email	
Address	City	State	Zip

Street Address: 407 S. Stonewall

Legal Description
Lot: 9 Block: 10 Subdivision: Greenwood Addition

Current Zoning: COMMERICAL	**Proposed Zone:** SF3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Originally zoned MF2. Recently zone changed to single family. I would like to put a single family home on the vacant lot.

Present Use of Property: Vacant lot

Proposed Use of Property: Single family home

How would this zone change affect the public health, safety and welfare? Zone change would not affect the public.

Describe how conditions affecting the property have changed since present zoning designation: Conditions has not changed.

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 BY: SEP 09 2021

RECEIVED BY: SEP 09 2021

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 8/31/2021
Applicant (printed): Jamie Bowers	
Property Owner (signature):	Date: 8/31/2021
Property Owner (printed) : Jamie Bowers	

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 Jamie Bowers who, being by me duly sworn, upon oath says: That (s)he is the owner of 407 S. Stonewall or authorized by Jamie Bowers, 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 31 day of August, 2021, to certify which witness my hand and seal of office.

DULCE SARAI CASTANEDA
Notary Public, State of Texas
Comm. Expires 02-25-2024
Notary ID 132375160

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # Waived	
Received By: ES	Date: RECEIVED SEP 09 2021

BY: .....

Application will not be considered for scheduling until reviewed by a planner.

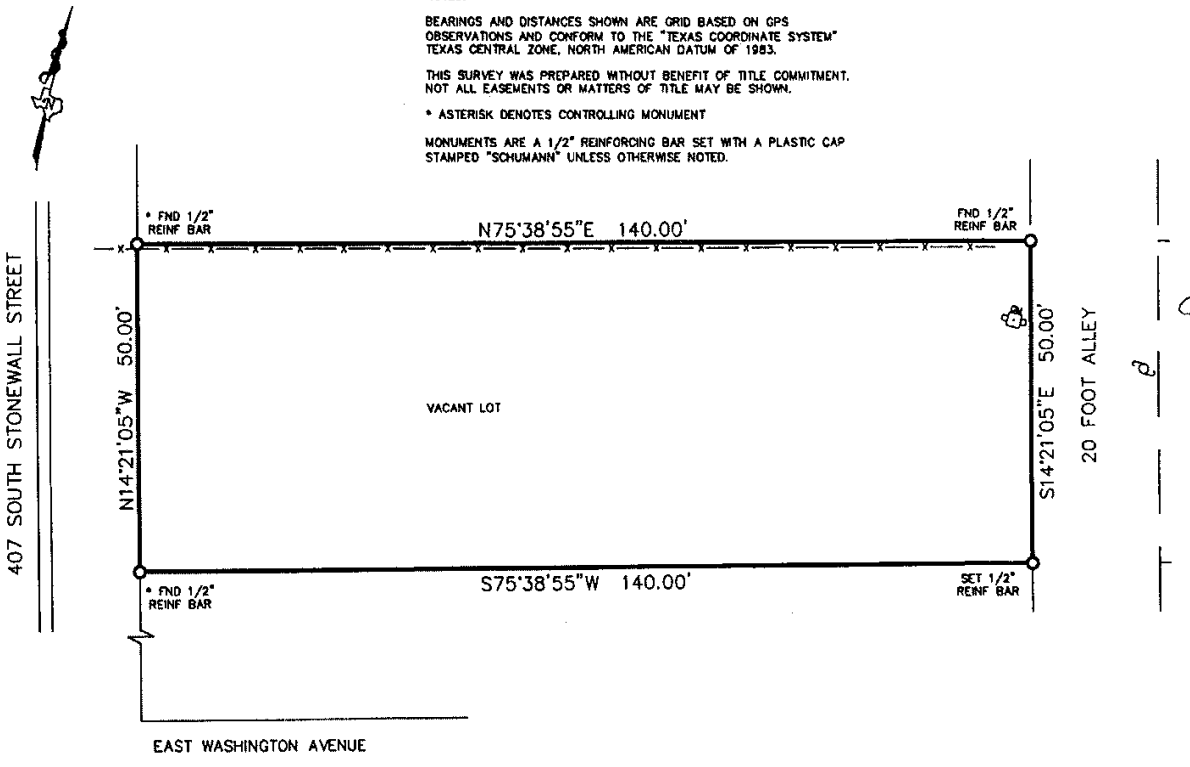
NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

* ASTERISK DENOTES CONTROLLING MONUMENT

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH A PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.



TO THE LIENHOLDERS, JAIME BOWERS (OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER:
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 25TH DAY OF SEPTEMBER, 2015.

RJ DAUM
TEXAS RPLS 4826

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

SURVEY PLAT

LOT 9

BLOCK 10

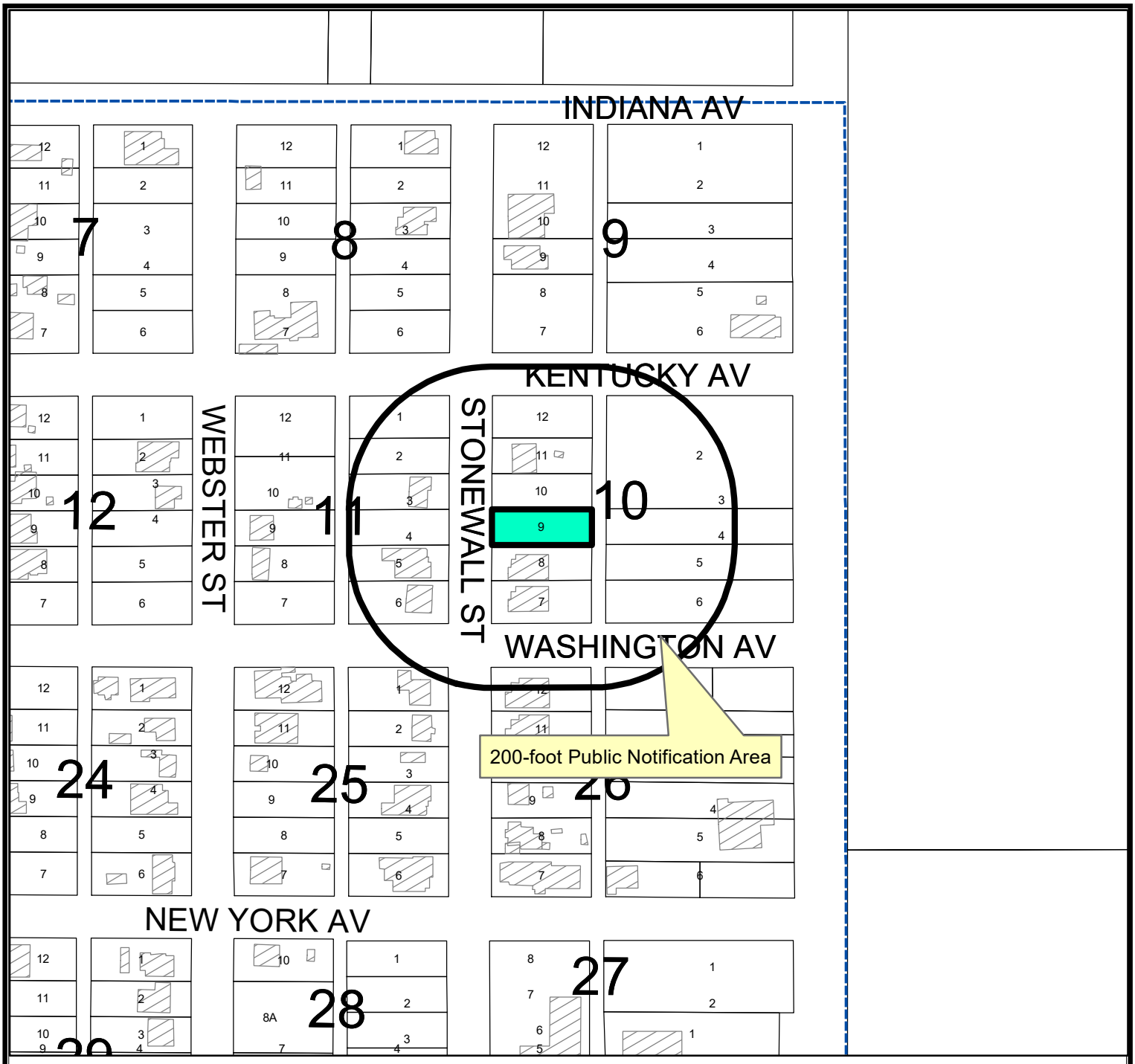
GREENWOOD ADDITION
THIRD, FOURTH AND FIFTH SECTIONS

AN ADDITION TO THE CITY OF MIDLAND,
AS PER PLAT OF RECORD IN
CABINET "C", PAGE 56, PLAT RECORDS,
MIDLAND COUNTY, TEXAS

SCALE: 1" = 20'

PROJECT: 75001JB
JOB NO.: 75,001

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS and NEW MEXICO
Civil Engineering ~ Land Surveying
TEXAS FIRM No. F1880
TEXAS FIRM No. 10149500
408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (432) 684-5548
Fax (432) 684-6973



LOCATION MAP

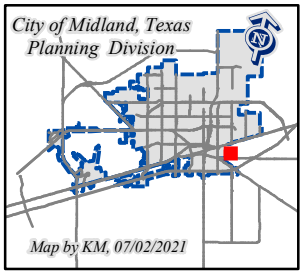
Z-21-0264 **Scale: 1" = 200'**

Consider a request by Jamie Bowers for a zone change from C, Commercial District to SF-3, Single-Family Dwelling District on Lot 9, Block 10, Greenwood Addition, 3rd, 4th, 5th Sections, City and County of Midland, Texas.

Generally located on the east side of S. Stonewall Street approximately 140-feet north of E. Washington Avenue. (Council District 2)

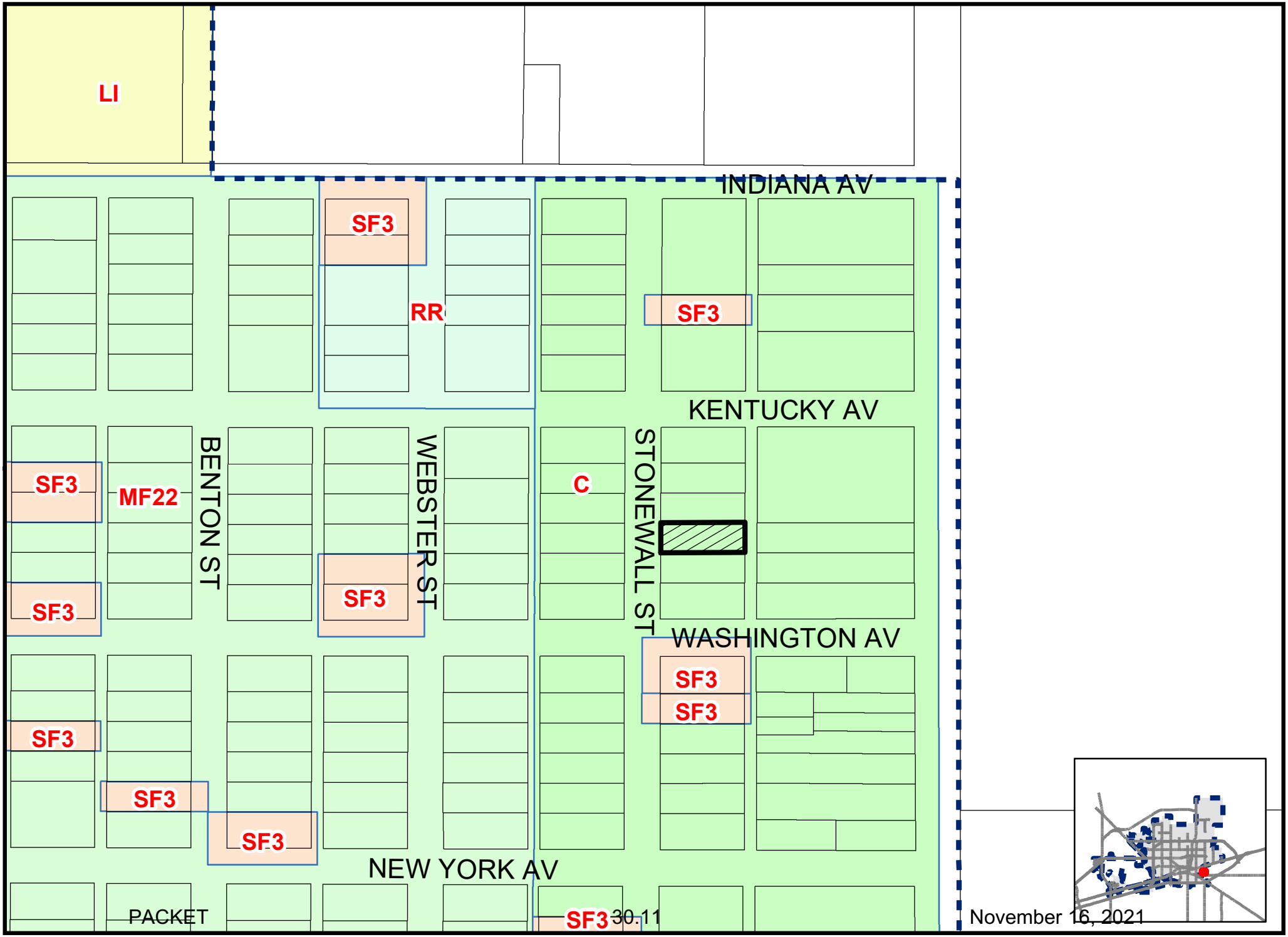
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



November 16, 2021

©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ITS NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 07/12/2021

Z-21-0264

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.






2214



City Council Meeting

Item Number: 31

Meeting Date: October 26, 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 0.72-ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TP, TECHNOLOGY PARK DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WOLCOTT AVENUE, APPROXIMATELY 465 FEET WEST OF RANKIN HIGHWAY); 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, CG Faudree LLC, is requesting a Zone Change from TP, Technology Park District to RR, Regional Retail District on Lots 2, Block 4, Amaron Addition, Section 5, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

TP, Technology Park District.

Surrounding Zoning and Land Use:

The properties to the north are zoned TP, Technology Park, and PD, Planned Development District, and are the locations of a residence, a radio tower, and a vacant lot. The property to the east is RR, Regional Retail District, and is the location of retail spaces. The properties to the south are zoned PD, Planned Development District, O-2, Office District and RR, Regional Retail, and are the locations of an apartment complex, a hotel, and retail spaces. The property to the west is zoned TP, Technology Park and is the location of a vacant lot.

Analysis:

The applicant is requesting a Zone Change from TP, Technology Park to RR, Regional Retail for a portion of lot 2 to allow for the development of two fast food restaurants along Rankin Highway. Although the development will be on Lot 1, both lots 1 & 2 are in the process of a replat and the property's line will be shifting west, requiring a portion of lot 2 to be rezoned to allow for this development to follow the proper zoning. Currently Lot 2 has no conceptual design of the future development. Any future development will be required to meet the area regulations and performance standards of the TP, Technology Park District.

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)

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 approved at the October 4, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from TP, Technology Park 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 October 20, 2021.

Attachments:

Metes & Bounds (Exhibit A)
Site Plan (Exhibit B)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.72-ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TP, TECHNOLOGY PARK DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WOLCOTT AVENUE, APPROXIMATELY 465 FEET WEST OF RANKIN HIGHWAY); 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 0.72-acre tract of land out of Lot 2, Block 4, Amaron Addition, Section 5, 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 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 TP, Technology Park District 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

EXHIBIT "A"

LEGAL DESCRIPTION

Being a 0.72 acre tract of land out of the T&P R.R. CO. SURVEY, ABSTRACT NUMBER 181, situated in the City of Midland, Midland County, Texas, being a portion of Lot 2, Block 4 of Amaron Addition, Section 5, a subdivision of record in Cabinet G, Page 83 of the Plat Records of Midland County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod with green plastic cap stamped “EAGLE SURVEYING” set at the intersection of the West right-of-way line of Rankin Highway (State Highway 349) (120 foot right-of-way) and the North right-of-way line of Wolcott Avenue (60 foot right-of-way), being the Southeast corner of Lot 1 of said Block 4 of Amaron Addition, Section 5;

THENCE, S75°32'47"W, leaving the West right-of-way line of Rankin Highway, along the North right-of-way line of Wolcott Avenue and the common South line of said Lot 1, a distance of 544.45 feet to a 1/2 inch iron rod with green plastic cap stamped “EAGLE SURVEYING” set at the Southeast corner of said Lot 2, being the Southwest corner of said Lot 1, for the **POINT OF BEGINNING** and Southeast corner hereof;

THENCE, S75°32'47"W, along the North right-of-way line of Wolcott Avenue and the common South line of said Lot 2, a distance of 104.45 feet to a 1/2 inch iron rod with green plastic cap stamped “EAGLE SURVEYING” set for the Southwest corner hereof;

THENCE, N14°27'13"W, leaving the North right-of-way line of Wolcott Avenue, over and across said Lot 2, a distance of 300.00 feet to a 1/2 inch iron rod with green plastic cap stamped “EAGLE SURVEYING” set in the South right-of-way line of Stokes Avenue (60' right-of-way, being the South line of a 30 foot wide right-of-way dedication of record in said Amaron Addition, Section 5, being the common North line of said Lot 2, for the Northwest corner hereof;

THENCE, N75°32'47"E, along the South right-of-way line of Stokes Avenue, being the South line of said 30 foot wide right-of-way dedication of record and the common North line of said Lot 2, a distance of 104.45 feet to a 1/2 inch iron rod with green plastic cap stamped “EAGLE SURVEYING” set at the Northwest corner of said Lot 1, being the Northeast corner of said Lot 2 and hereof;

THENCE, S14°27'13"E, leaving the South right-of-way line of Stokes Avenue, along the West line of said Lot 1, being the common East line of said Lot 2, a distance of 300.00 feet to the **POINT OF BEGINNING** and containing an area of 0.72 Acres, or (31,335 Square Feet) of land, more or less.

The bearings shown are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).

I hereby certify that this legal description was based on an on the ground survey under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas.

Matthew Raabe
R.P.L.S. # 6402
09-23-21

STATE OF TEXAS
REGISTERED
MATTHEW JASON RAABE
6402
PROFESSIONAL
LAND SURVEYOR

November 16, 2021

EAGLE SURVEYING

EAGLE SURVEYING, LLC
210 S. ELM STREET
SUITE: 104
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2103.031-02	MJR	9/23/2021

LEGAL DESCRIPTION

Being a 0.72 acre tract of land out of the T&P R.R. CO. SURVEY, ABSTRACT NUMBER 181, situated in the City of Midland, Midland County, Texas, being a portion of Lot 2, Block 4 of Amaron Addition, Section 5, a subdivision of record in Cabinet G, Page 83 of the Plat Records of Midland County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod with green plastic cap stamped “EAGLE SURVEYING” set at the intersection of the West right-of-way line of Rankin Highway (State Highway 349) (120 foot right-of-way) and the North right-of-way line of Wolcott Avenue (60 foot right-of-way), being the Southeast corner of Lot 1 of said Block 4 of Amaron Addition, Section 5;

THENCE, S75°32'47"W, leaving the West right-of-way line of Rankin Highway, along the North right-of-way line of Wolcott Avenue and the common South line of said Lot 1, a distance of 544.45 feet to a 1/2 inch iron rod with green plastic cap stamped “EAGLE SURVEYING” set at the Southeast corner of said Lot 2, being the Southwest corner of said Lot 1, for the **POINT OF BEGINNING** and Southeast corner hereof;

THENCE, S75°32'47"W, along the North right-of-way line of Wolcott Avenue and the common South line of said Lot 2, a distance of 104.45 feet to a 1/2 inch iron rod with green plastic cap stamped “EAGLE SURVEYING” set for the Southwest corner hereof;

THENCE, N14°27'13"W, leaving the North right-of-way line of Wolcott Avenue, over and across said Lot 2, a distance of 300.00 feet to a 1/2 inch iron rod with green plastic cap stamped “EAGLE SURVEYING” set in the South right-of-way line of Stokes Avenue (60' right-of-way, being the South line of a 30 foot wide right-of-way dedication of record in said Amaron Addition, Section 5, being the common North line of said Lot 2, for the Northwest corner hereof;

THENCE, N75°32'47"E, along the South right-of-way line of Stokes Avenue, being the South line of said 30 foot wide right-of-way dedication of record and the common North line of said Lot 2, a distance of 104.45 feet to a 1/2 inch iron rod with green plastic cap stamped “EAGLE SURVEYING” set at the Northwest corner of said Lot 1, being the Northeast corner of said Lot 2 and hereof;

THENCE, S14°27'13"E, leaving the South right-of-way line of Stokes Avenue, along the West line of said Lot 1, being the common East line of said Lot 2, a distance of 300.00 feet to the **POINT OF BEGINNING** and containing an area of 0.72 Acres, or (31,335 Square Feet) of land, more or less.

The bearings shown are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).

I hereby certify that this legal description was based on an on the ground survey under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas.

Matthew Raabe
R.P.L.S. # 6402
09-23-21



November 16, 2021

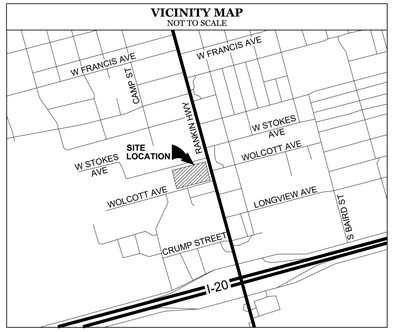
EAGLE SURVEYING

EAGLE SURVEYING, LLC
210 S. ELM STREET
SUITE: 104
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2103.031-02	MJR	9/23/2021

VICINITY MAP
NOT TO SCALE



GENERAL NOTES

1.) The purpose of this replat is to create three (3) lots from two (2) existing lots of record.

2.) According to Flood Insurance Rate Map (FIRM) Map No. 48329C0202F dated September 16, 2005 prepared by the Federal Emergency Management Agency (FEMA) for Denton County, Texas, this property is within Non-shaded Zone X.

3.) The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).

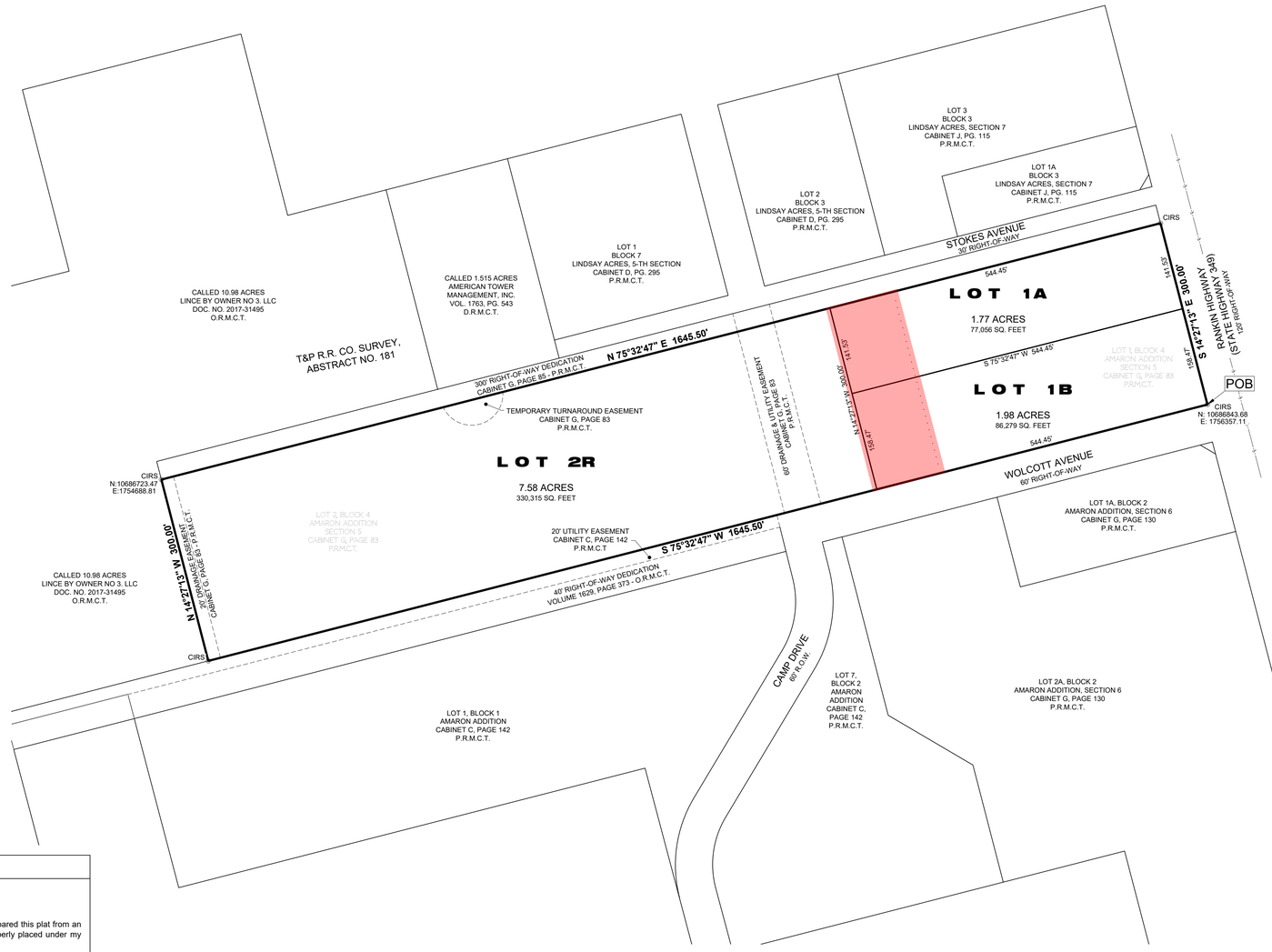
4.) Selling a portion of this addition by metes and bounds may be a violation of City Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.

5.) The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).

LEGEND

PG	= PAGE
VOL	= VOLUME
POB	= POINT OF BEGINNING
CIRS	= CAPPED IRON ROD SET
DOC. NO.	= DOCUMENT NUMBER
D.R.M.C.T.	= DEED RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	= PLAT RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	= OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
—— ℄ ——	= CENTERLINE OF ROAD
.....	= OLD LOT LINE

Site Plan (Exhibit B)





OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF MIDLAND §

WHEREAS **SWEPIT, LP** is the record owner of an 11.33 acre tract of land situated in the T&P R.R. CO. SURVEY, ABSTRACT NUMBER 181, City of Midland, Midland County, Texas, being all of Lots 1 and 2, Block 4 of Amaron Addition, Section 5, an addition to the City of Midland, Midland County, Texas, recorded in Cabinet G, Page 83, Plat Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southeast corner of said Lot 1 and the common Southeast corner hereof, Block 4, being in the Southwest right-of-way line of Rankin Highway (State Highway 349) (120 foot right-of-way), and being in the Northwest right-of-way line of Wolcott Avenue (60 foot right-of-way);

THENCE S 75°32'47" W, departing the Southwest right-of-way line of said Rankin Highway, in part with the Northwest right-of-way line of said Wolcott Avenue, and in part being the North line of a 40' Right-of-Way dedication of record in Volume 1629, Page 373 of the Official Records of Midland County, Texas, and the Common Southeast line of said Lot 1, Block 4 in part, and the common Southeast line of said Lot 2, Block 4, a distance of 1645.50' to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner hereof;

THENCE N 14°27'13" W, departing the Northwest line of said 40' right-of-way dedication, along the West line of said Lot 2, Block 4, a distance of 300.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of a 300' right-of-way dedication recorded in Cabinet G, Page 85, Plat Records of Midland County, Texas, at the Northwest corner hereof;

THENCE N 75°32'47" E, with the Southeast line of said 300 foot right-of-way dedication, the common Northwest line of said Lot 2, Block 4 in part, and the common Northwest line of Lot 1, Block 4, a distance of 1645.50 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the West right-of -way line of said Rankin Highway, being the Southeast corner of said 300 foot right-of-way dedication, and being the Northeast corner of said Lot 1, Block 4 and the common Northeast corner hereof;

THENCE S 14°27'13" E, with the Southwest right-of-way line of said Rankin Highway, and the common Northeast line of said Lot 1, Block 4, a distance of 300.00 feet to the **POINT OF BEGINNING** and containing 11.33 acres (493,650 square feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **SWEPIT LP** does hereby adopt this plat, designating herein described property as **AMARON ADDITION, SECTION 5, BLOCK 4, LOT 1A, 1B & 2R,** an addition to the City of Midland, and does hereby dedicate to the public use forever, the streets and alleys shown thereon.

WITNESS our hands at Midland, Texas, this the _____ day of _____, 2021

OWNER: **SWEPIT LP**

BY: _____

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 to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2021.

_____
Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

That I, **MATTHEW RAABE**, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

PRELIMINARY
this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

_____ _____
Matthew Raabe, R.P.L.S. # 6402 Date

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW RAABE**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2021.

_____
Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing replat of Amaron Addition Section 5 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this _____ day of _____, 2021.

_____
Planning & Zoning Commission Chair

_____
Planning & Zoning Commission Secretary

For approval by the Director:

This is to certify that the above and foregoing replat of Amaron Addition Section 5 was approved by proper action of the Director of Engineering and Development of the City of Midland, Texas on this _____ day of _____, 2021.

_____
Director, Engineering & Development

Project	2103.031-02
Date	05/27/2021
Drafter	TMR

EAGLE SURVEYING

EAGLE SURVEYING, LLC
210 S. Elm Street, Suite: 104
Denton, TX 76201
(940) 222-3009
TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
Contact: Tyler Rank
210 S. Elm Street, Suite: 104
Denton, TX 76201
(940) 222-3009

ENGINEER
Claymoore Engineering, Inc.
Contact: Matt Moore
301 S. Coleman, Suite: 40
Prosper, TX 75078
(817) 281-0572

OWNER
Swepi, LP
200 N Dairy Ashford Rd.
Houston, TX 77079-1101
(713) 241-6161

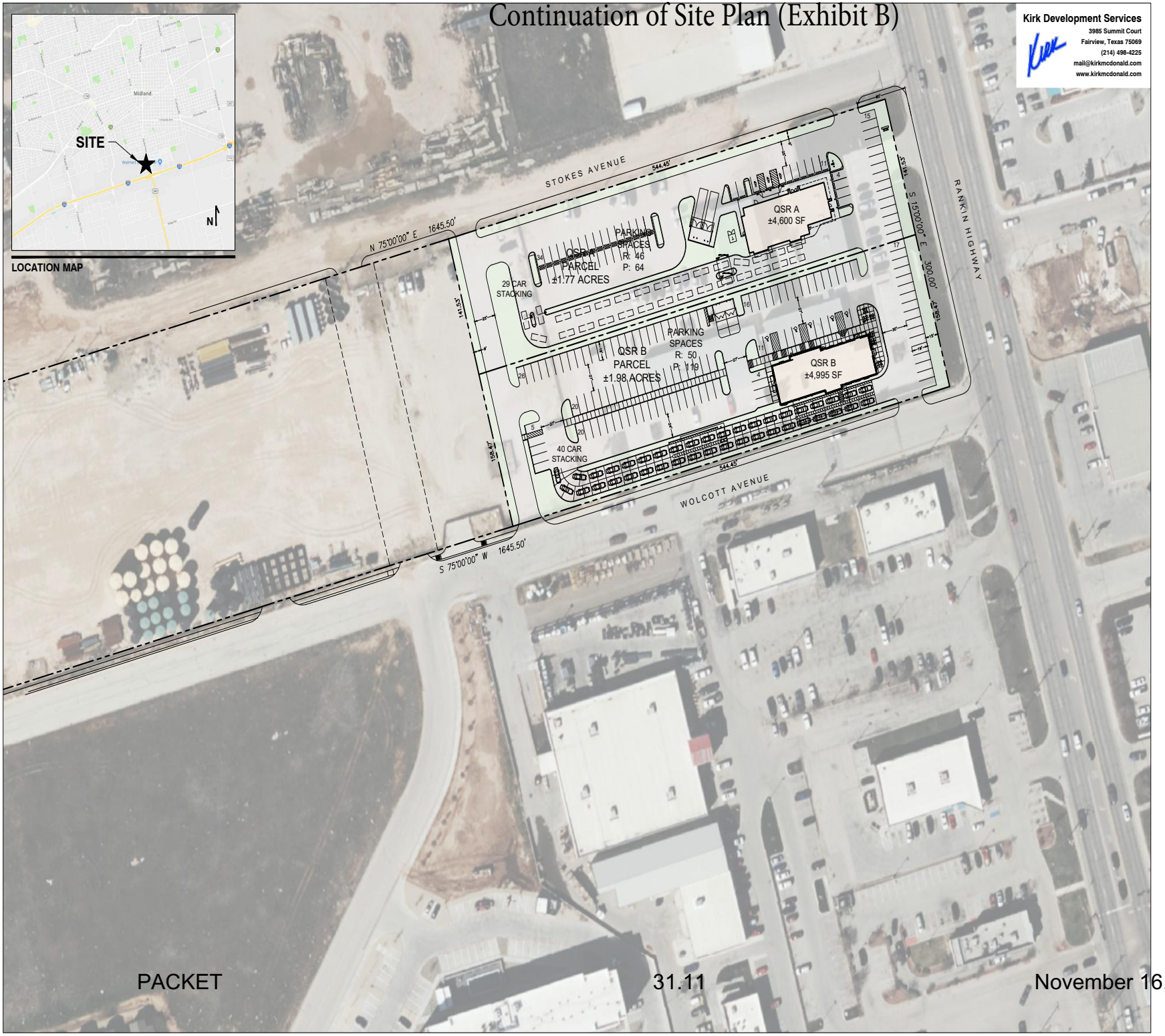
REPLAT
AMARON ADDITION SECTION 5
BLOCK 4, LOT 1A & 1B
11.33 ACRES

A REPLAT OF BLOCK 4, LOT 1 AND 2 OF
AMARON ADDITION, SECTION 5,
RECORDED IN CABINET G, SLIDE 83, P.R.M.C.T.,
T&P R.R. CO. SURVEY, ABSTRACT No. 181,
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PREPARATION DATE:
MAY 28, 2021

PACKET
31.10
November 16, 2021

Continuation of Site Plan (Exhibit B)



Kirk Development Services
3985 Summit Court
Fairview, Texas 75069
(214) 498-4225
mail@kirkmcdonald.com
www.kirkmcdonald.com

Haynes Development Company
8214 Westchester, Suite 650
Dallas, Texas 75225
chaynes@haynesdevco.com
(214) 335-4702

PROJECT INFORMATION

SITE AREA

QSR A PARCEL	±1.77 ACRES
QSR B PARCEL	±1.98 ACRES
TOTAL	±3.75 ACRES

BUILDING AREA

QSR A	4,600 SF
QSR B	4,995 SF
TOTAL	9,595 SF

PARKING SUMMARY

USER	RATIO REQUIRED	SPACES REQ'D	SPACES PROV'D
QSR A	1/100 SF	46	64
QSR B	1/100 SF	50	119
TOTAL		96	183

BUILDING COVERAGE RATIO

TOTAL BUILDING AREA = 24,595 SF
TOTAL SITE AREA = 259,500 SF (±5.96 AC)
RATIO = 9.5%

ZONING CLASSIFICATION

JURISDICTION	CITY OF MIDLAND
EXISTING ZONING	TBD
REQUIRED ZONING	TBD

PROJECT NOTES

1. THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY: SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING LANDSCAPE REQUIREMENTS MUST BE VERIFIED.
2. THIS SITE PLAN IS BASED ON AERIAL PHOTO DATA.
3. ALL CURB CUTS AND TRAFFIC SIGNALS SHOWN, EXISTING AND PROPOSED, MUST BE VERIFIED.

DRAWING ISSUE/REVISION RECORD

DATE	NARRATIVE	INITIALS
5/12/21	SCHEME 8	JKM

MIDLAND
TX

2010 RANKIN HIGHWAY

SCALE: 1"=100'-0"
0 50 100 150

SCHEME 8

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0262

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)*
Printed Name:
Phone ( )
Email chaynes@haynesdevco.com
Address 1901 N Akard St | City Dallas | State TX | Zip 75229

Property Owner
Printed Name: CG Faudree LLC - Coy Haynes
Phone (214) 335-4702
Email chaynes@haynesdevco.com
Address 1901 N Akard St | City Dallas | State TX | Zip 75229

Representative *(if different from Applicant or Property Owner)*
Firm:
Printed Name:
Phone ( )
Email
Address | City | State | Zip

Street Address: a portion of 1106 W Wollcott

Legal Description
Lot: 2 Block: 4 Subdivision: Amaron Addition Section 5

Current Zoning:
a portion of 1106 W Wollcott - TP

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Zone Change Request: We want to change the portinion of land we are adding into the front wto lots per our replat to be the same zoning code as the front lots

Present Use of Property: outside storage

Proposed Use of Property: Restaurants

How would this zone change affect the public health, safety and welfare? This would allow for new restaurants to service the residents are

Describe how conditions affecting the property have changed since present zoning designation: When these buildings and PD was put in place the only retail in the area was Mcdonalds, Sconic and Tractor Supply now there is Walmart and countless other retail uses

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): Cy Haynes	Date: 8/30/21
Property Owner (printed) : Cy Haynes	

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*)

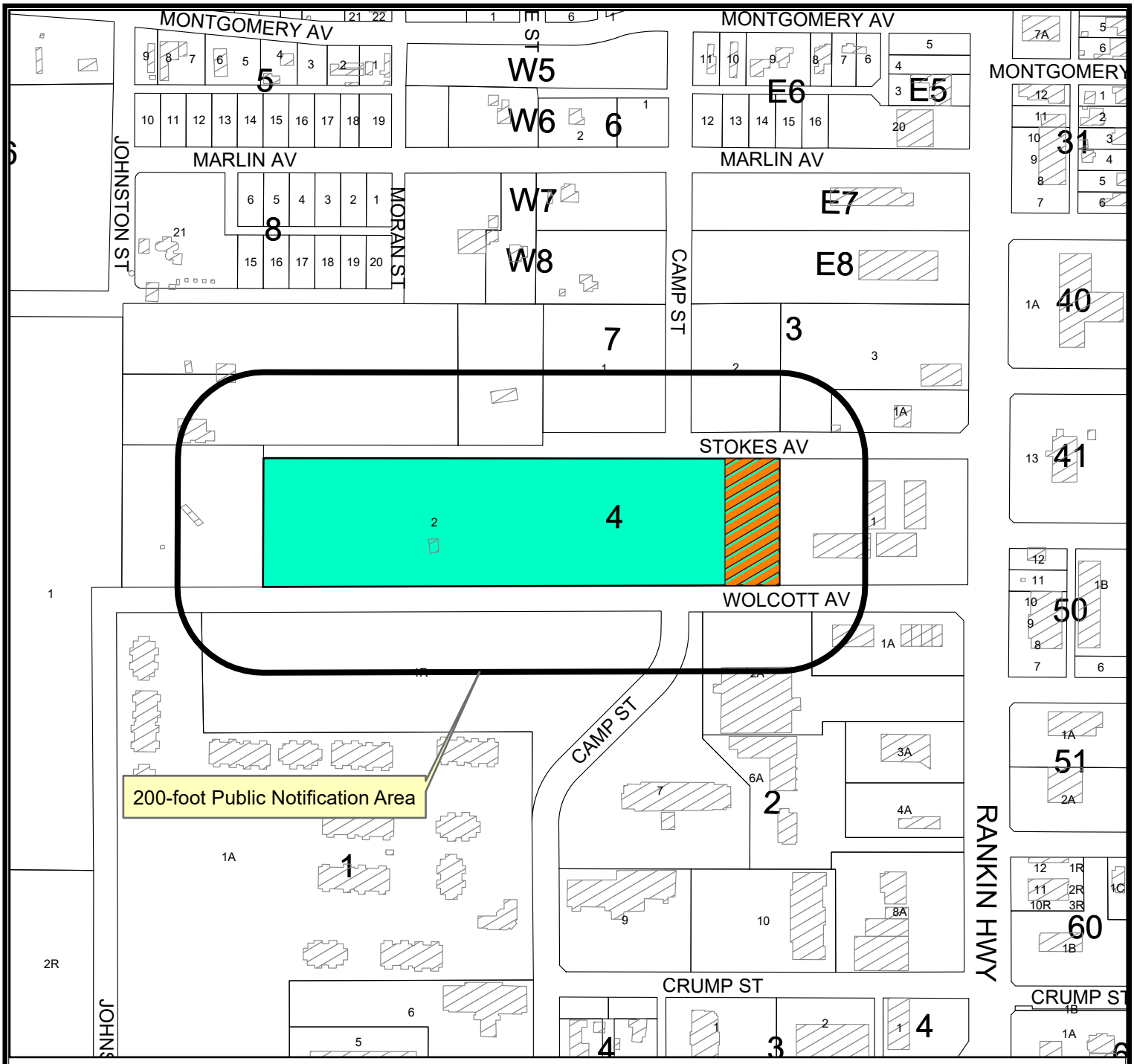
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Credit Card	
Received By: Emailed	Date: 8/30/21

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

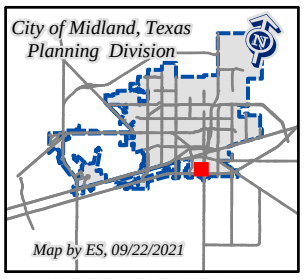
Z-21-0262 **Scale: 1" = 3,600'**

Consider a request by CG Faudree LLC for a zone change from TP, Technology Park District to RR, Regional Retail District on a 0.72-acre tract of land out of Lot 2, Block 4, Amaron Addition, Section 5, City and County of Midland, Texas.
Generally located on the Southwest corner of Rankin Highway and Stokes Avenue. (Council District 2)

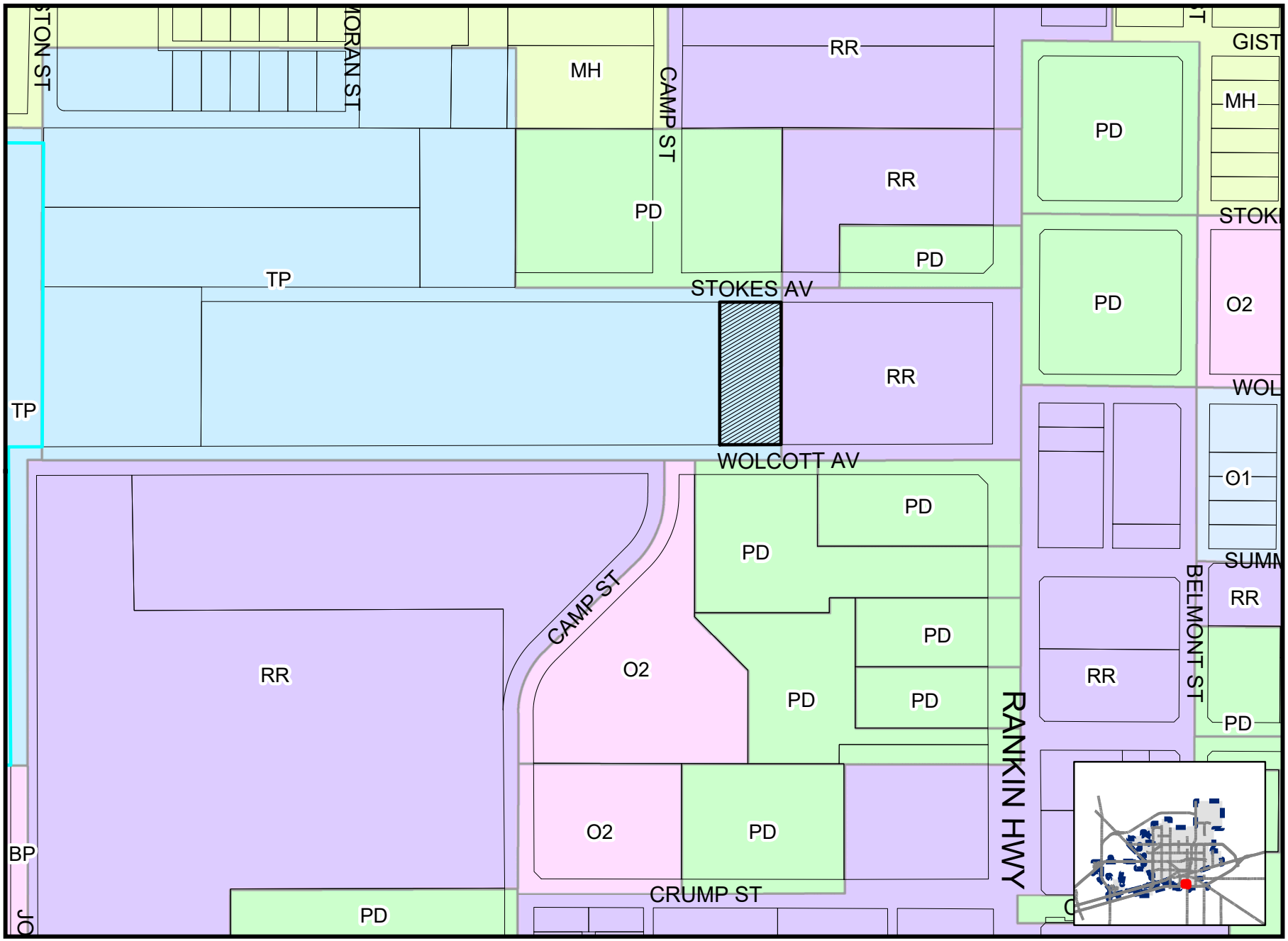
PACKET 31.14

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- PROPOSED ZONE CHANGE



November 16, 2021



Map By ES, 9/22/2021

Z-21-0262

Scale: 1" = 200'

ZONING MAP

PACKET
31.15
November 16, 2021









City Council Meeting

Item Number: 32

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Cole Furqueron, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7, BLOCK 5, FANNIN TERRACE, SECTION TWO, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF FANNIN AVENUE AND MABERRY STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Brad Burgeson, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setback for a corner lot to add 989 square foot garage.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located at 2512 Fannin Avenue, which is zoned SF-1, Single Family Dwelling District.

Per our City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart:

SF-1, Single Family Dwelling District
Lot dimensions
Minimum Side Yard Setback:
Corner Lot: 10 Feet

The applicant's property is a corner lot and would have to meet the required minimum 10-foot side yard setbacks for a corner lot as listed in the zoning ordinance.

The applicant is requesting to reduce the required minimum side yard setback for a corner lot for the proposed lot to be zero feet to be able to proceed with the addition of a 989 square foot garage.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil and Gas issues.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance, staff would recommend denial of this application for a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart

concerning the minimum side yard setback for a corner lot.

This lot does not exhibit any hardships that are not already present in other lots around the city.

Should the City Council approve this request, the property shall be subject to conditions A and B:

Conditions:

A. That the property shall significantly conform to the site plan shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the minimum side yard setback for the proposed addition on this property shall be zero feet

Letters of Objection:

As of November 10, 2021, staff has not received any letters of objection

Attachments:

Proposed Site Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7, BLOCK 5, FANNIN TERRACE, SECTION TWO, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF FANNIN AVENUE AND MABERRY STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 7, Block 5, Fannin Terrace, Section Two, City and County of Midland, Texas. Said special exception shall allow a reduced minimum side yard setback on the west side of the lot.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the west side of the lot shall be zero feet.

B. That the property shall significantly conform to Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

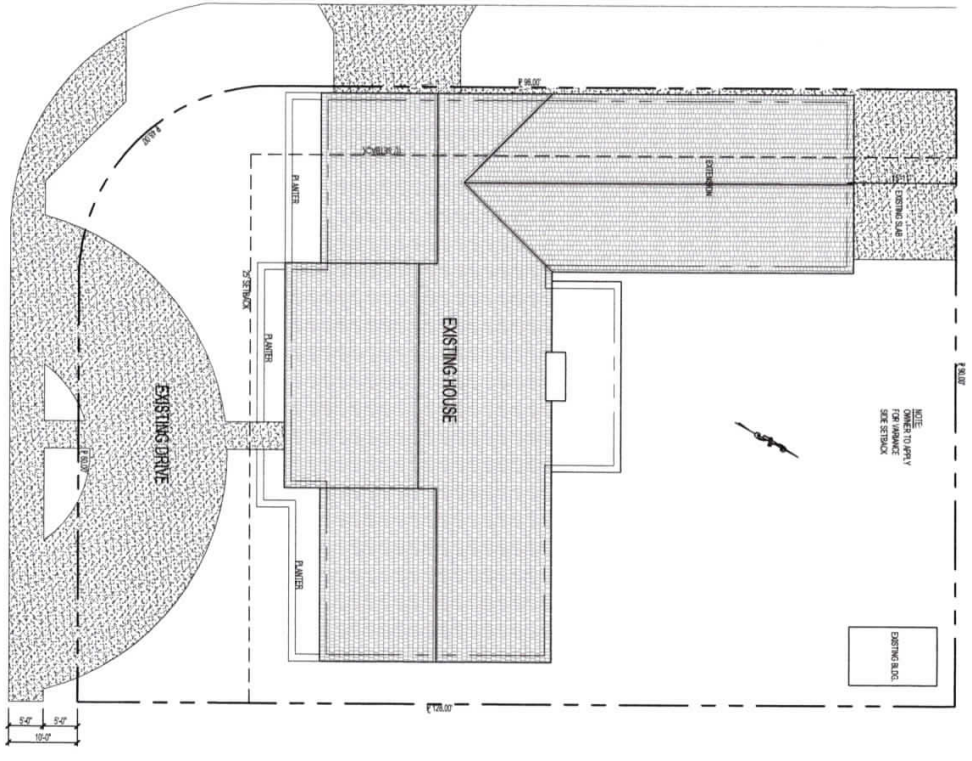
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



A C-1.0 SITE PLAN
SCALE: 1/16" = 1'-0"

1. DRIVEWAY DETAILS ON SHEET D-1.0

RECEIVED
SEP 2 8 2021
BY: .....

2512 FANNIN
MIDLAND, TEXAS

1	FINAL PLANS	09/22/21

Chad Walters
432-352-0788
chad@midland-dci.com
www.midland-dci.com

C-1.0

MIDLAND Planning Division

Special Exception Application

Project Number: E-21-0060

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Brad Burgpson		Phone (432) 889 1822 Email rpbfixit@gmail.com	
Address 1611 W. Dengar Ave	City Midland	State TX	Zip 79705

Property Owner Printed Name: Harvey Villanueva		Phone (325) 206 1902 Email msv782@gmail.com	
Address 2512 Fannin	City Midland	State TX	Zip

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 2512 Fannin Midland TX ~~79~~

Legal Description
Lot: 7 Block: 5 Subdivision: FANNIN Terrace

Current Zoning: SF-1

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: Approval for encrochment on setback

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
SEP 28 2021
BY: .....

Signatures	
Applicant (signature): B-B	Date: 9-24-21
Applicant (printed): Brad Burgeson	
Property Owner (signature): M Villan	Date: 9-24-21
Property Owner (printed) : Marissa Villanueva	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

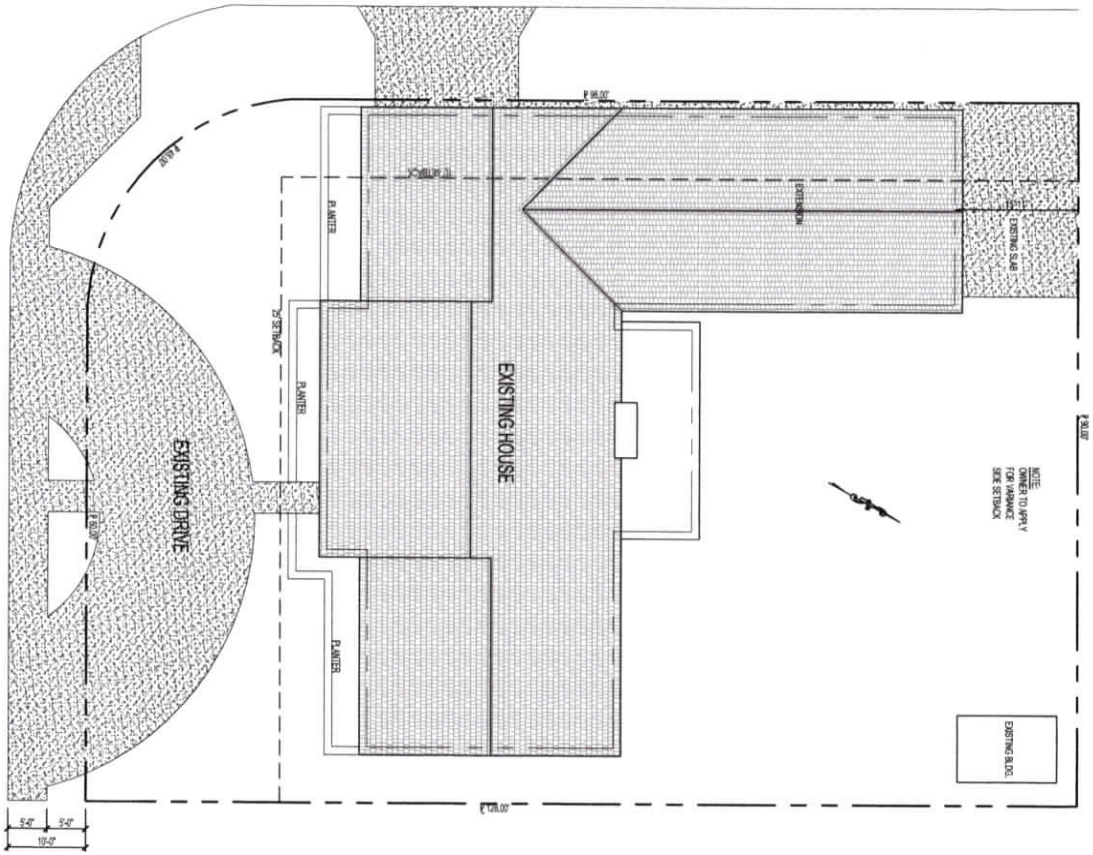
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☒ Plans in Digital Format (PDF/JPEG)
Check # 1746	
Received By: DL	Date:

RECEIVED
SEP 28 2021
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



A C-1.0 SITE PLAN
SCALE: 1/16" = 1'-0"

1. DRIVEWAY DETAILS ON SHEET D-1.0

RECEIVED
SEP 28 2021
BY: .....

November 16, 2021

2512 FANNIN
MIDLAND, TEXAS

1	FINAL PLANS	09/22/21	

Chad Walters
432-352-0788
chad@midland-dci.com
www.midland-dci.com

C-1.0

© 2021 MIDLAND DCI, LLC

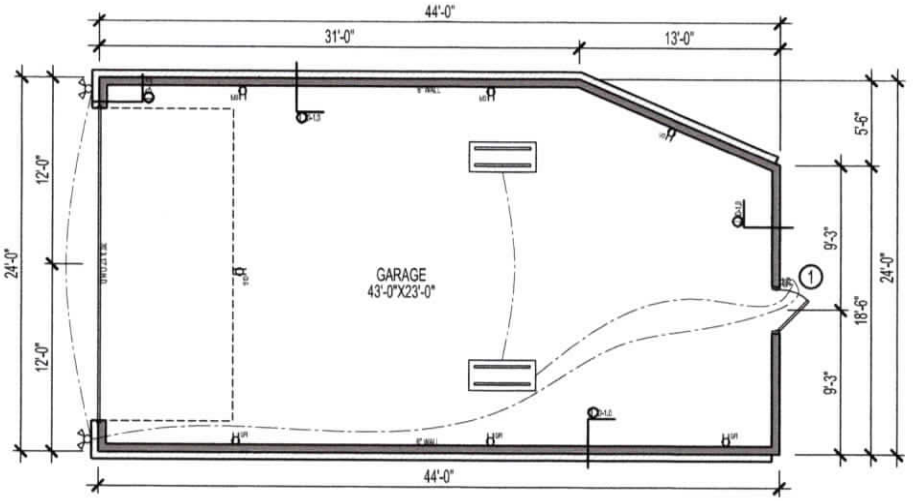
PACKET

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SEP 2 8 2021
BY: .....

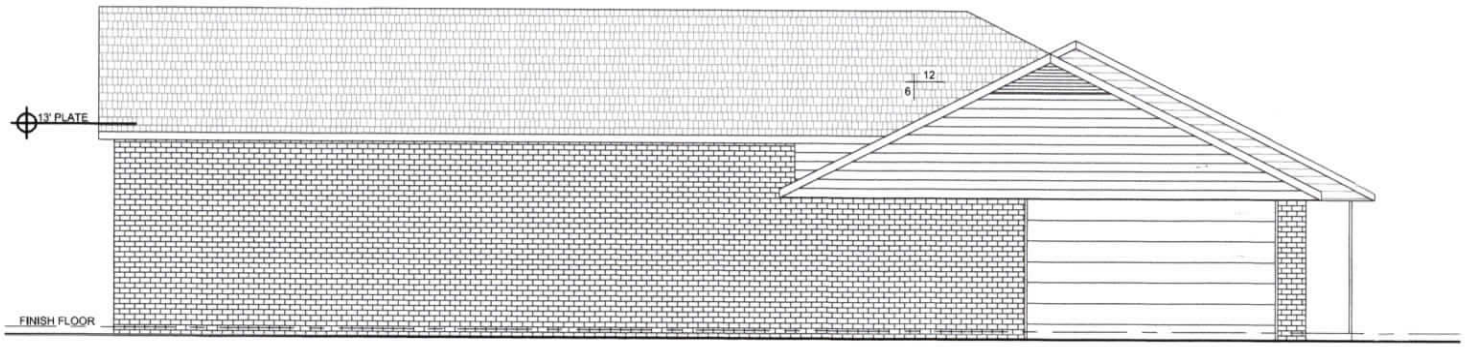
GROUND FAULT INTERRUPT
CEILING DUPLEX
SWITCH
FLUORESCENT LIGHT

1,072 SQ.FT. OVER BRICK

DOOR SCHEDULE				
SYM.	SIZE	THICKNESS	DESCRIPTION	QUANTITY
1	2' 8"	1-5/8	1HR FIRE RATED DOOR	1



A / A-1.0 FLOOR PLAN
SCALE: 1/8" = 1'-0"



B / A-1.0 WEST ELEVATION
SCALE: 1/8" = 1'-0"

November 16 2021

2512 FANNIN
MIDLAND, TEXAS

32.12

1	FINAL PLANS	09/22/21	

Designers-Consultants-Inspectors
DCI
Chad Walters
432-352-0788
chad@midland-dci.com
www.midland-dci.com

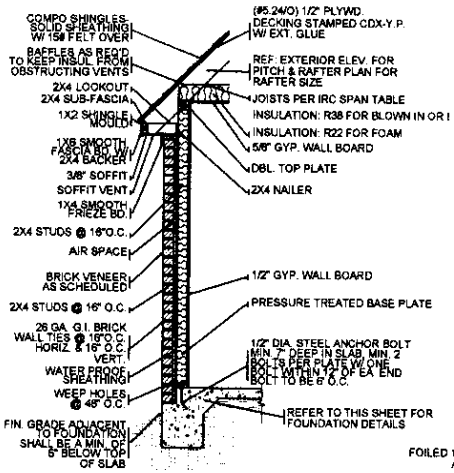
PROJECT NUMBER
DRAWN BY HCC
CHECKED BY CDW

1

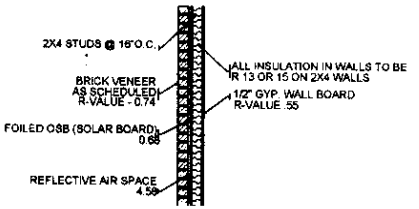
A-1.0

© 2021 MIDLAND DCI, LLC
The designs represented by these plans are copyrighted and are subject to copyright protection as an "Architectural Work" as described in the copyright laws and management of layouts, elevations and other features of the design are subject to change in accordance with the requirements of the building authorities and utility companies. Unauthorized use of these plans without the permission of the designer, constitutes an infringement of the copyright laws and will subject the violator to legal prosecution. These plans are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any third party without first obtaining the expressed written permission and consent of the designer.

PACKET

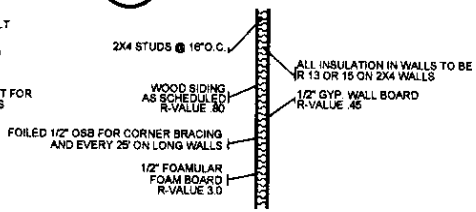


A D-1.0 WALL SECTION TYPE "A"
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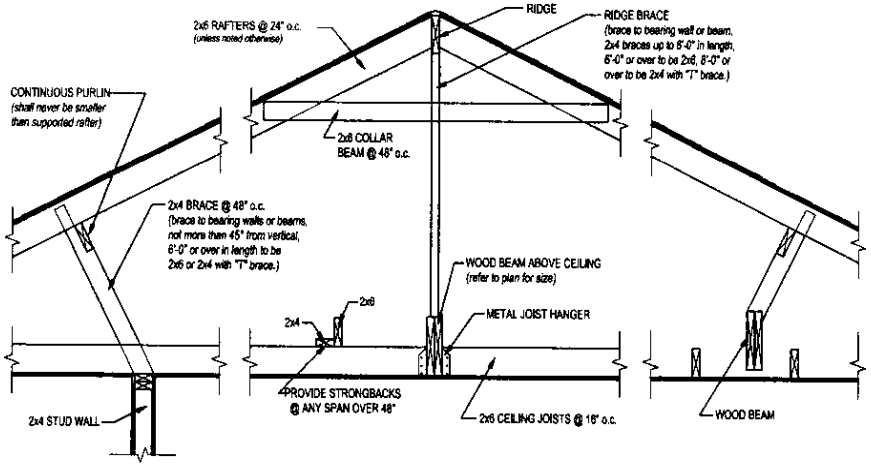
WALL INSULATION REQUIRMENTS FOR 2 X 4 STUDS W/BRICK VENEER

C D-1.0 SCALE: 1/4" = 1'-0"

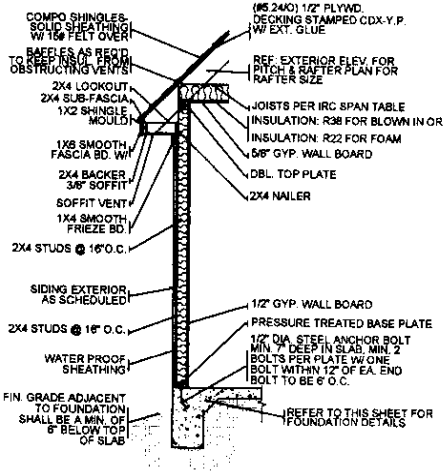


WALL INSULATION REQUIRMENTS FOR 2 X 4 STUDS W/SIDING

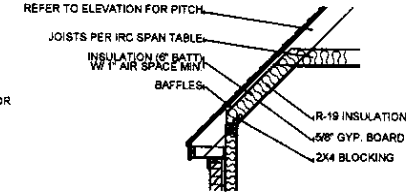
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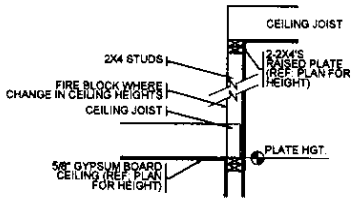
E D-1.0 FRAMING DETAILS
SCALE: 1/4" = 1'-0"



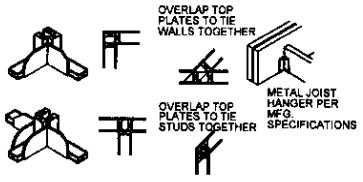
B D-1.0 WALL SECTION TYPE "A"
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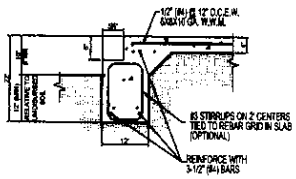
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SCALE: 1/4" = 1'-0"



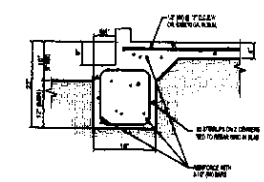
G D-1.0 CHANGE IN HEIGHT
SCALE: 3/8" = 1'-0"



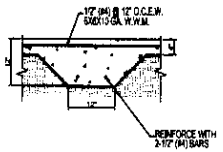
H D-1.0 FRAMING DETAILS
SCALE: 1/4" = 1'-0"



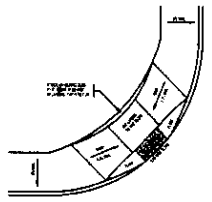
I D-1.0 PERIMETER BEAM
SCALE: 3/8" = 1'-0"



J D-1.0 PERIMETER BEAM
SCALE: 3/8" = 1'-0"



K D-1.0 INTERIOR BEAM
SCALE: 3/8" = 1'-0"



L D-1.0 TYPE:4 CURB RAMP
1/16" = 1'-0"

November 16, 2021

2512 FANNIN
MIDLAND, TEXAS

32.18

1	FINAL PLANS	09/22/21

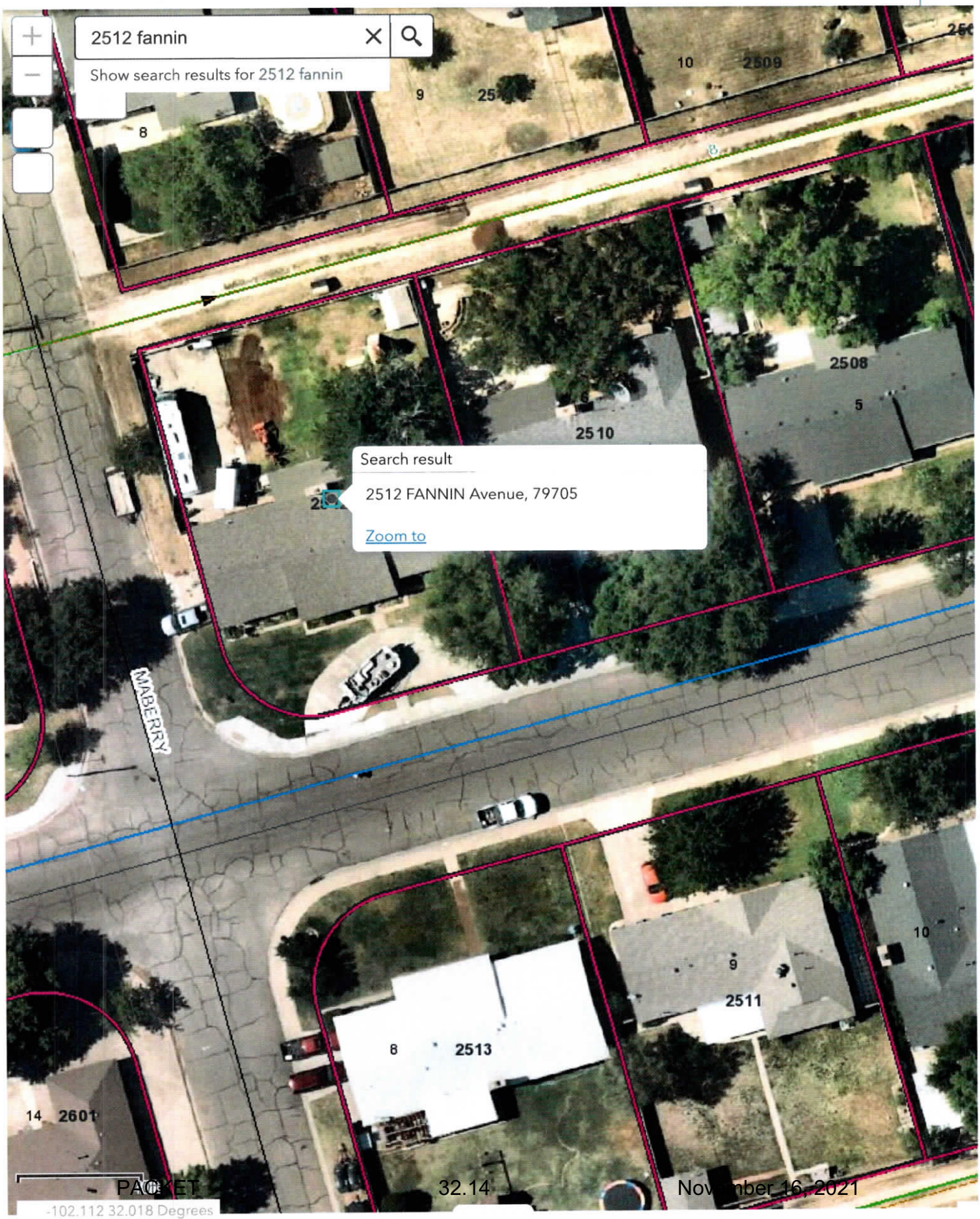
Chad Walters
432-352-0788
chad@midland-dci.com
www.midland-dci.com

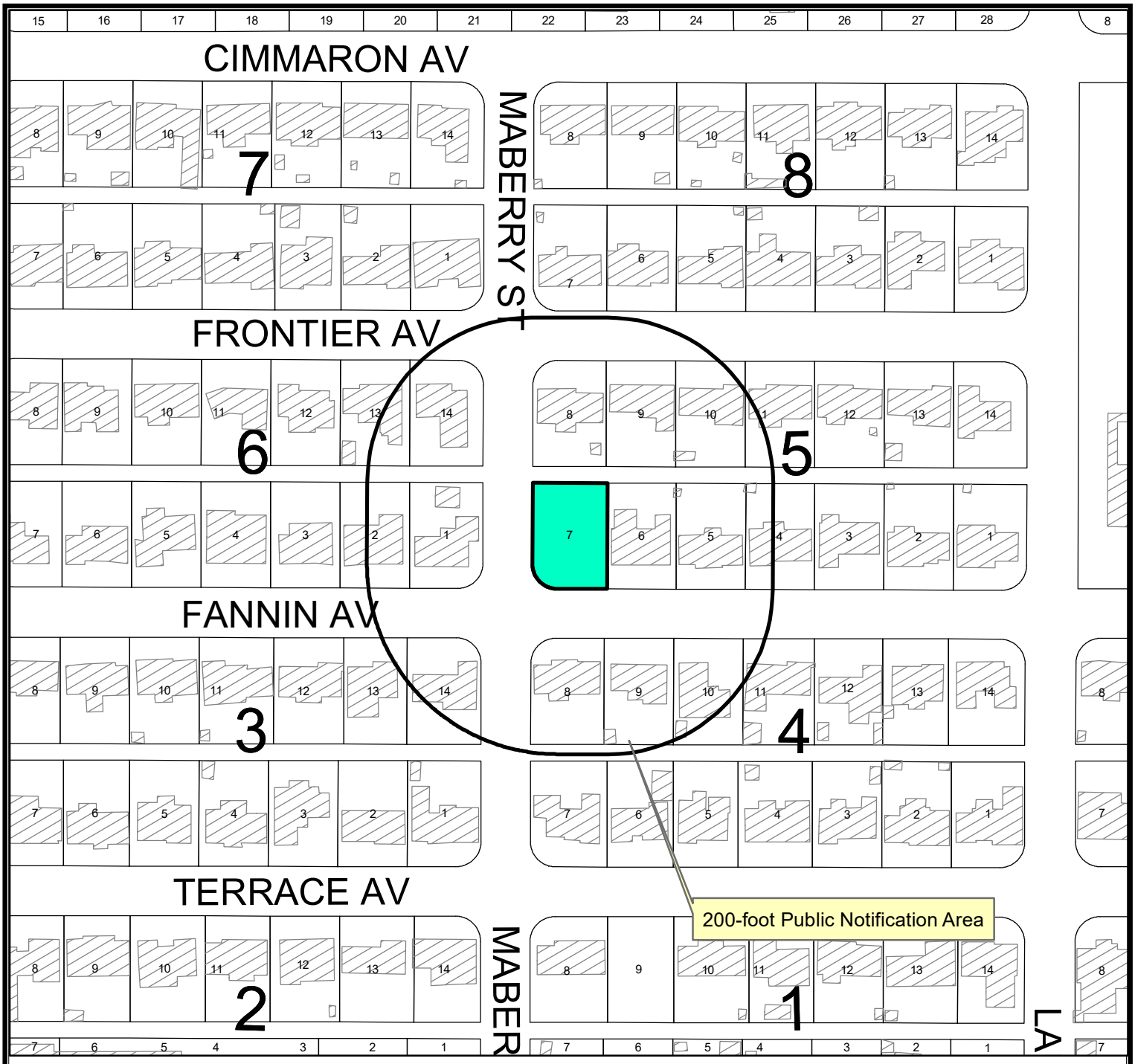
PROJECT NUMBER	
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CHECKED BY	CDW

3

D-1.0

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.


2512 fannin
Show search results for 2512 fannin
Search result
2512 FANNIN Avenue, 79705
Zoom to
MABERRY
2510
2508
2509
2511
2513
2601
-102.112 32.018 Degrees



LOCATION MAP

E-21-0060 **Scale: 1" = 200'**

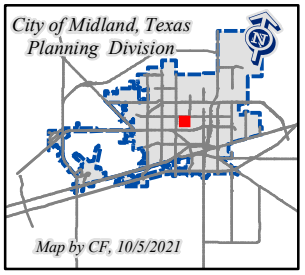
Consider a request by Brad Burgeson for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setback for a corner lot on the west 40 feet of Lot 7, Block 5, Fannin Terrace, Section 2, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of Tarket Avenue and Maberry Street. (Council District 3)

PACKET 32.15

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



November 16, 2021

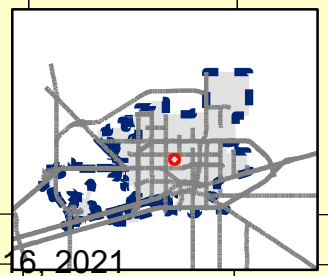
©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ATTORNEY OR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ST

ONTIER AV

SF1

NIN AV



PACKET 32.16 November 16, 2021

Map By CF, 10/5/2021

E-21-0060

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.












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SUPER DUTY


GREY WOLF

City Council Meeting

Item Number: 33

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **The proposed granting of oil and gas well permits to MCM Operating, LLC for the drilling of the following oil and gas wells: MB-8H; MB-9H; MB-10H; MB-11H; and MB-12H; said wells being generally located 485 feet south of Mockingbird Lane Extension and between 1,450 feet and 1,530 feet east of Holiday Hill Road (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

MCM Operating, LLC, for the drilling of oil gas wells, as listed prior. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting. One objection received.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. MCM Operating will be using 24 ft. tall sound walls on all sides of the well pad during drilling and fracing operations. Additionally, will be utilizing a quite frac crew to further minimize concerns with sound. Existing tank battery being relocated out of neighborhood and relocated to the county side west of Holiday Hill Road. Existing 4 wells located in the neighborhood, have been or in the process of being plugged and abandoned. MCM Operating does have a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, MCM Operating is requesting the following variances:

1. Requesting a variance to the hours of operation for fracture stimulations and to allow for frac operations to occur during a 24-hour period which will include the use a workover rig during the completion process following the fracing operations on the subject wells.

2. Requesting a variance to the landscaping plan, the proposed fencing plan provides adequate screening from adjacent roads and parcels. Additionally, MCM Operating, LLC will work with the surface owner/developer Los Conchos Ventures, LLC on future screening and landscaping.

3. Requesting a variance to have perimeter fence around entire pad site instead of the individual wellheads.

Attachments: Applications, Location maps, Exhibit - Drill site maps, Exhibit – Flow Line Location.

Robert Patrick

City Manager's Office

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
9/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-8H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,450' FWL and 485' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 660' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.
(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

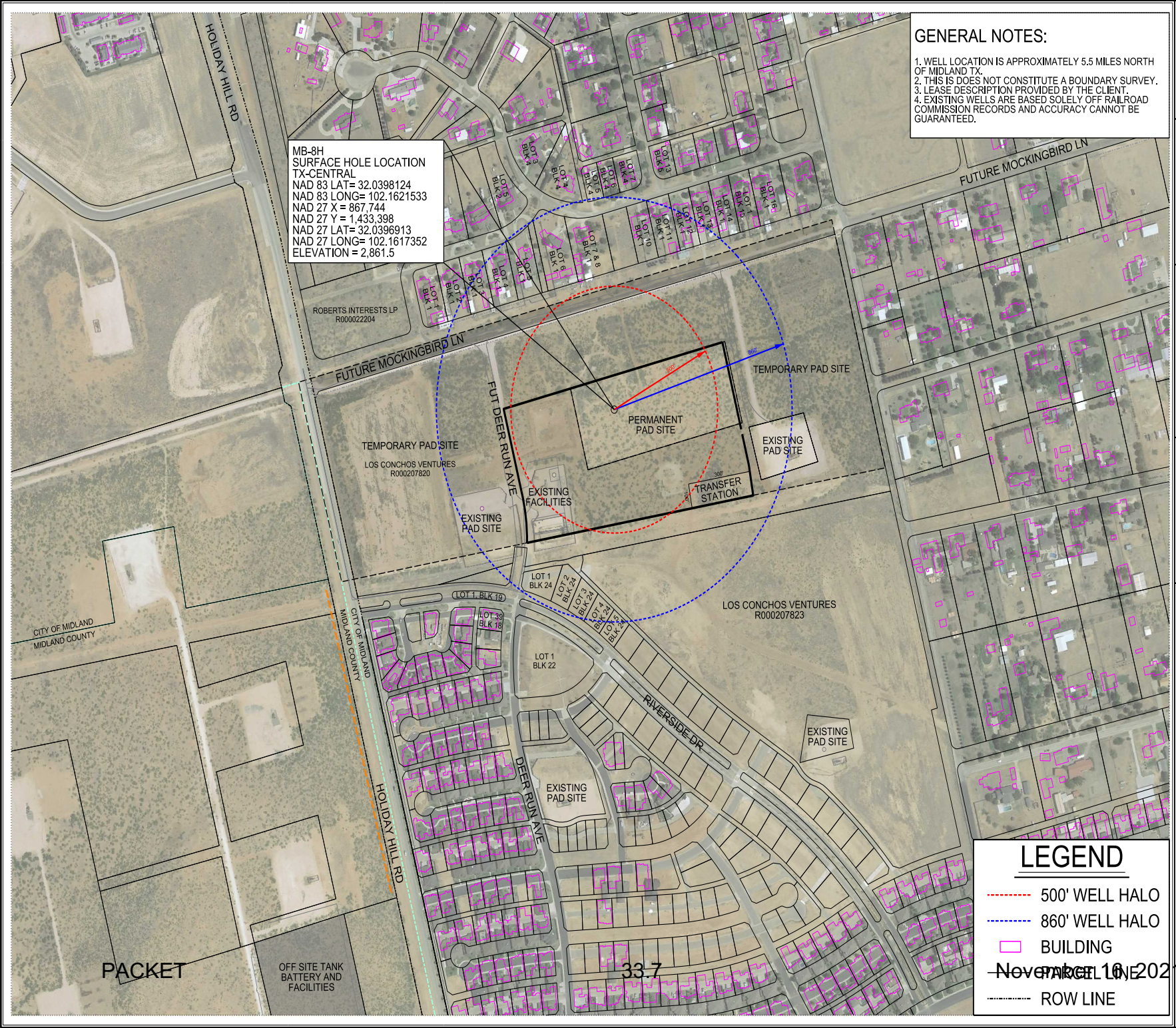
State of Texas)

County of Midland)

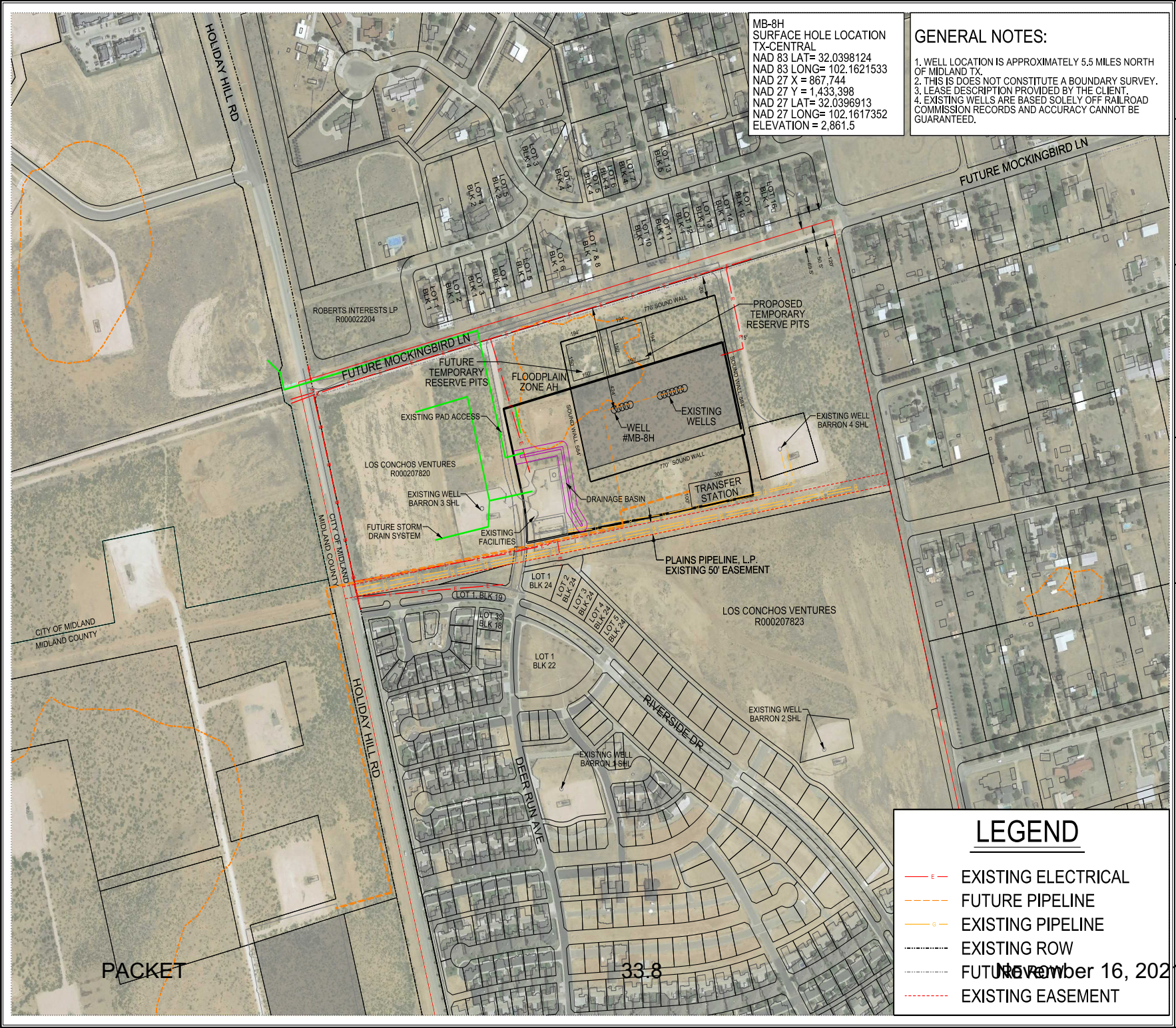
Matt Chitwood, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650
SEAL



Printed by: jhatcher
8/16/2021 11:55:26 AM



MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
an Ardurra Company

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-8H - 12H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	7/20/2021
REV:	

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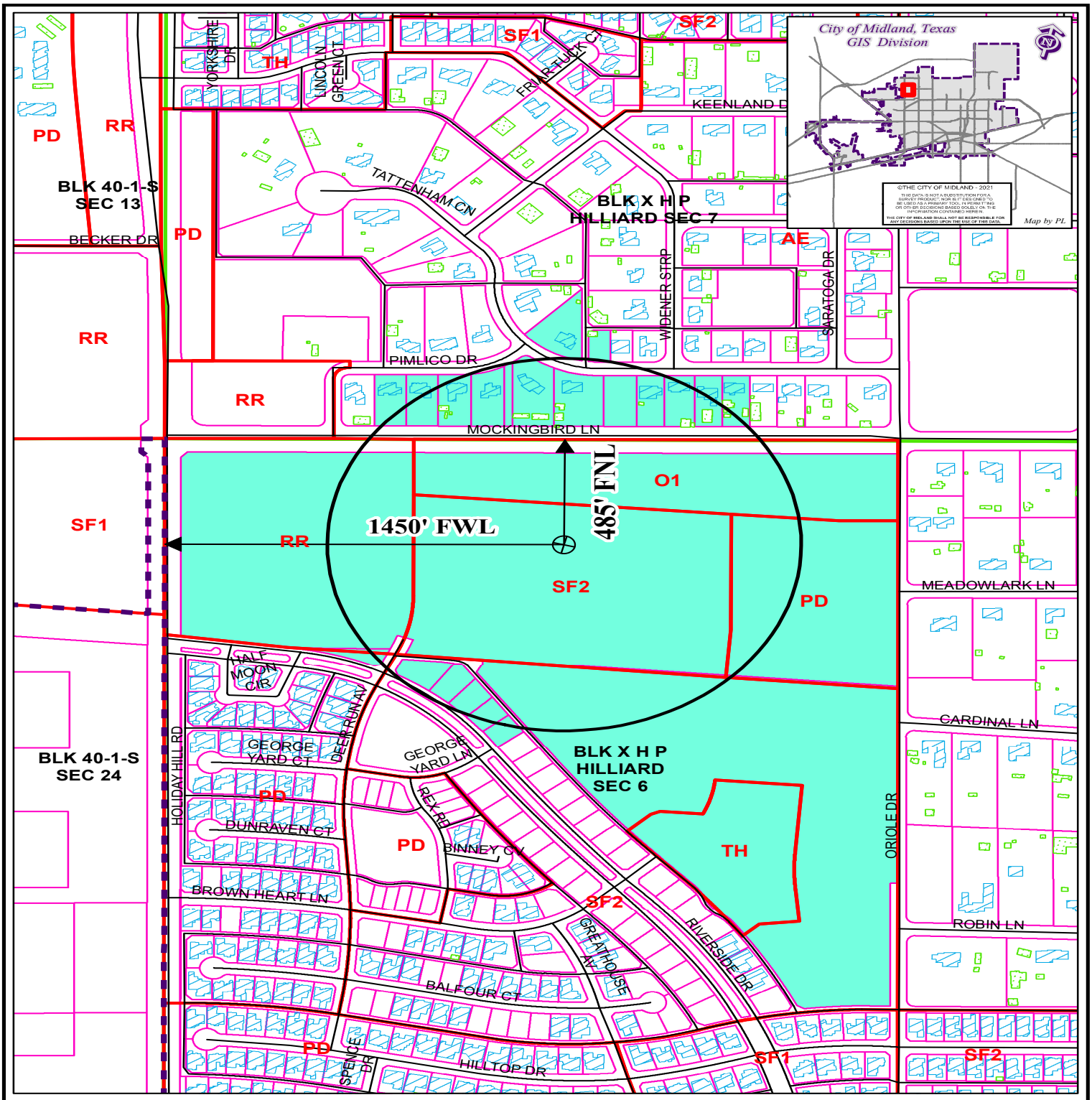
EXHIBIT 'G' - 1

DRILL SITE, GATHERING LINES, ACCESS ROAD, ELECTRIC

MOCKINGBIRD
MB-8H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey, Midland County, Texas

8/16/2021 11:56:38 AM Printed by: jhatcher



LOCATION AND ZONING MAP

Oil-037779-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,450' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane extension and 1450 feet east of Holiday Hill Road.

MB-8H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	RC1, RC2, RC3	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
9/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

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IV. Well & Operations Information

Proposed Well Name: MB-9H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

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ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

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(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

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***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

State of Texas)

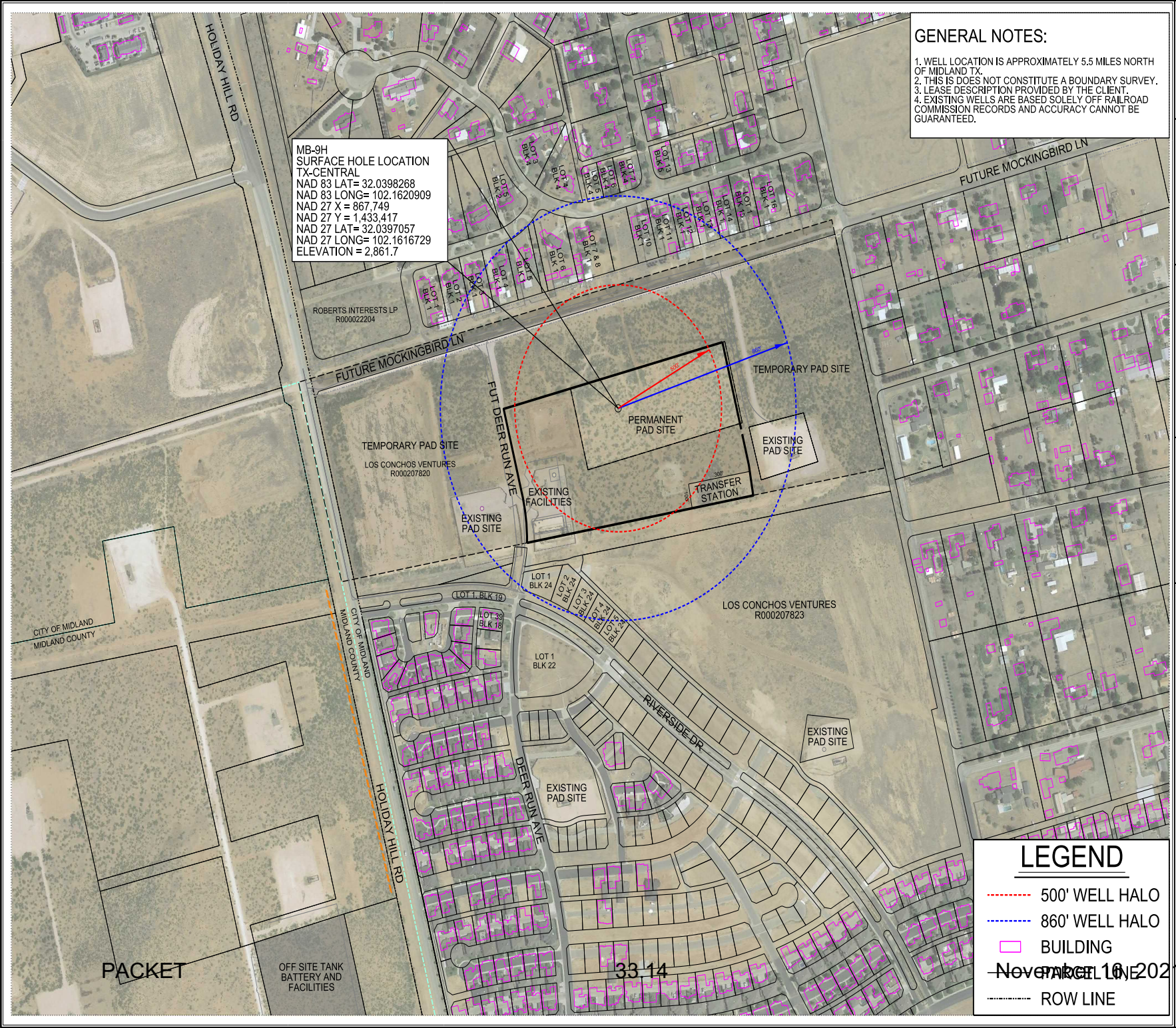
County of Midland)

Matt Chitwood, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650

SEAL



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-9H - 12H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	7/20/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'E'

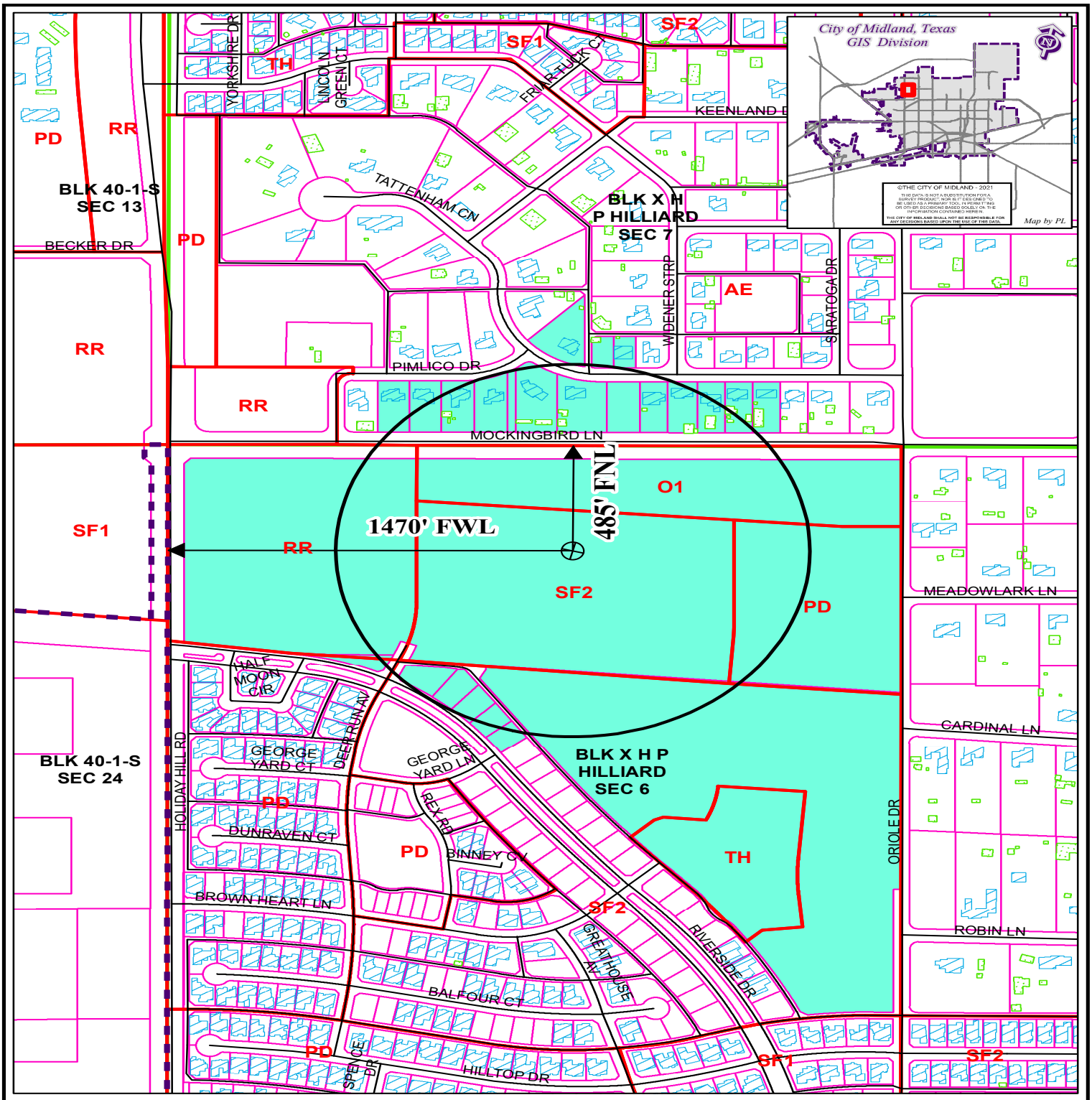
SURFACE OWNER

MOCKINGBIRD
MB-9H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

PACKET 33 November 16, 2021

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11:47:14 AM
9/16/2021



LOCATION AND ZONING MAP

Oil-037780-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,470' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane extension and 1,470 feet east of Holiday Hill Road.

MB-9H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
RE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RR, 1F2, 1F3	ONE-FAMILY DWELLING	CR	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
9/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
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ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-10H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,490' FWL and 485' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

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Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.
(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

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ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

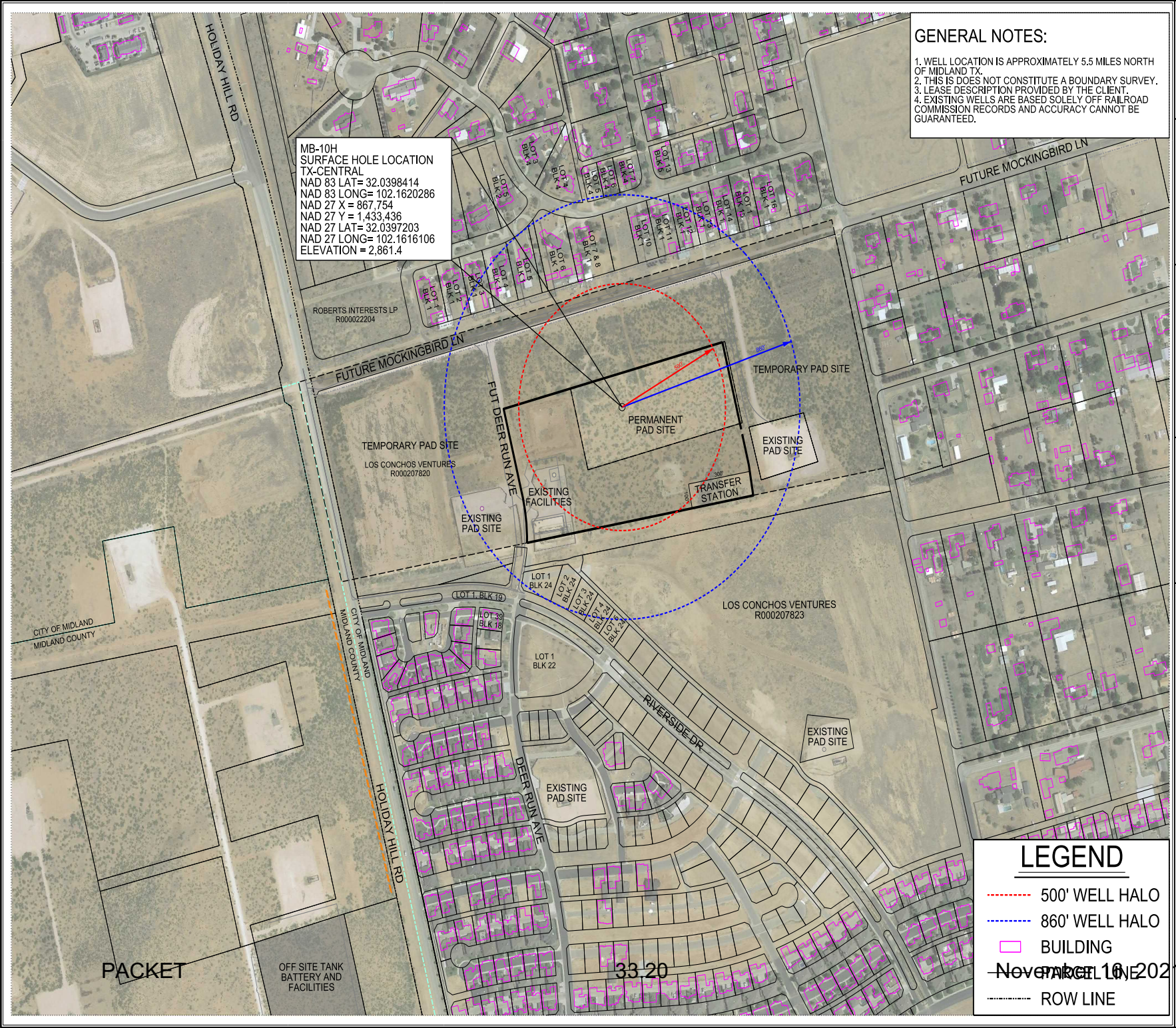
State of Texas)

County of Midland)

Matt Chitwood, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650
SEAL



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-8H - 12H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	7/20/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

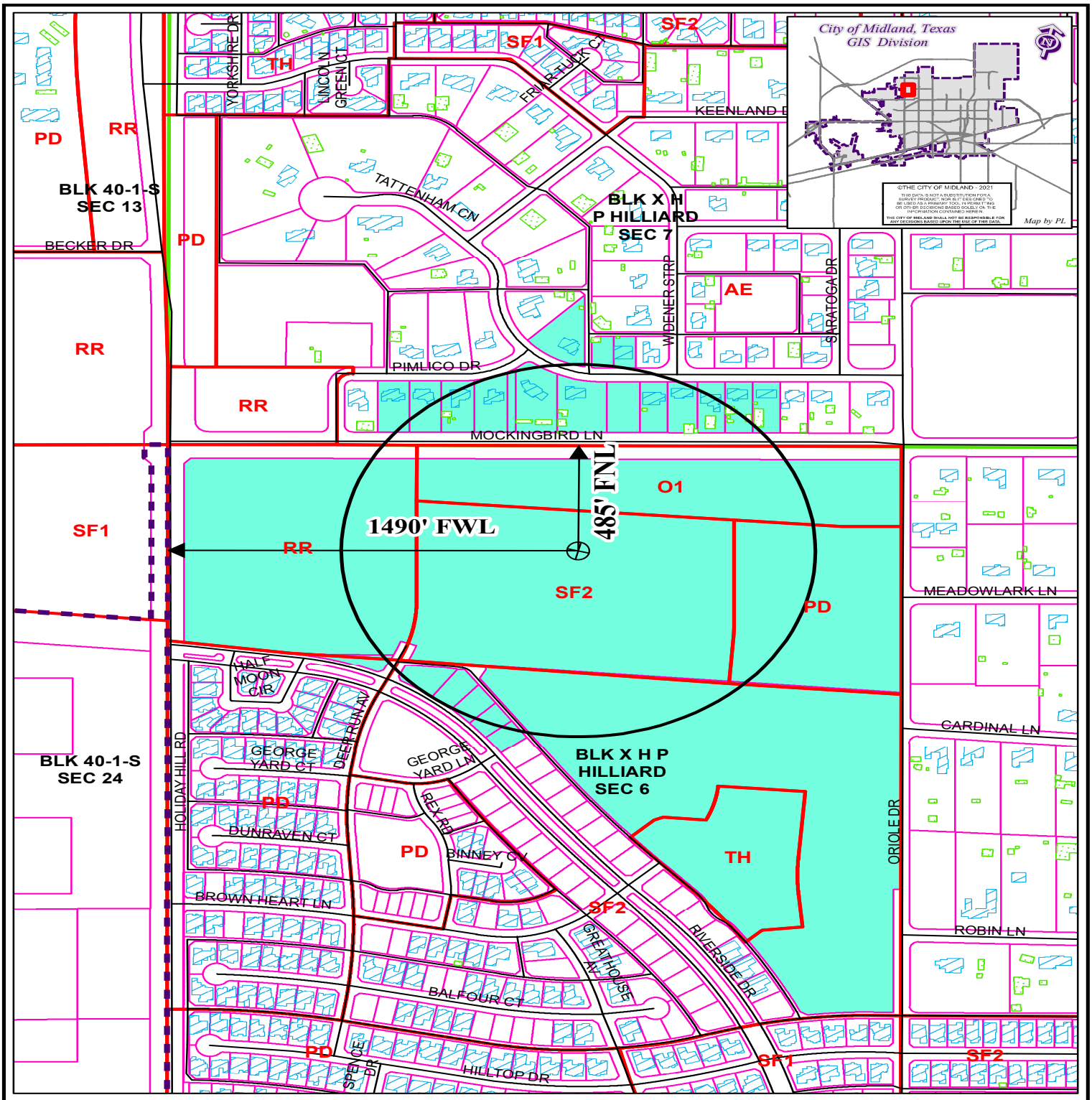
EXHIBIT 'E'

SURFACE OWNER

MOCKINGBIRD
MB-10H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

8/16/2021 1:23:23 PM Printed by: jhatcher



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Proposed Well Name: MB-11H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

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MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

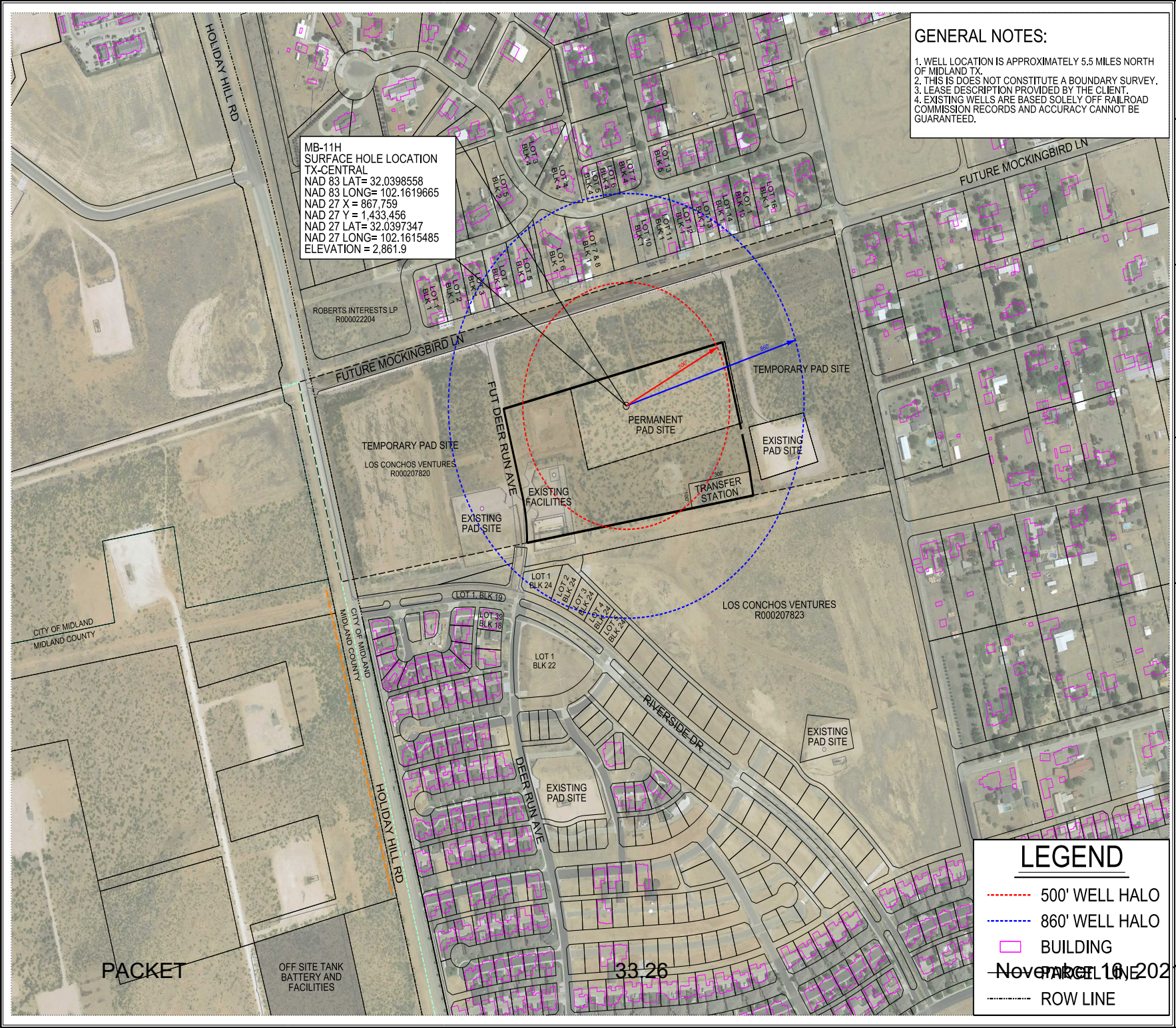
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Comm. Expires 03-16-2022
Notary ID 128191650
[SEAL]



MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

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MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-8H - 12H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	7/20/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'E'

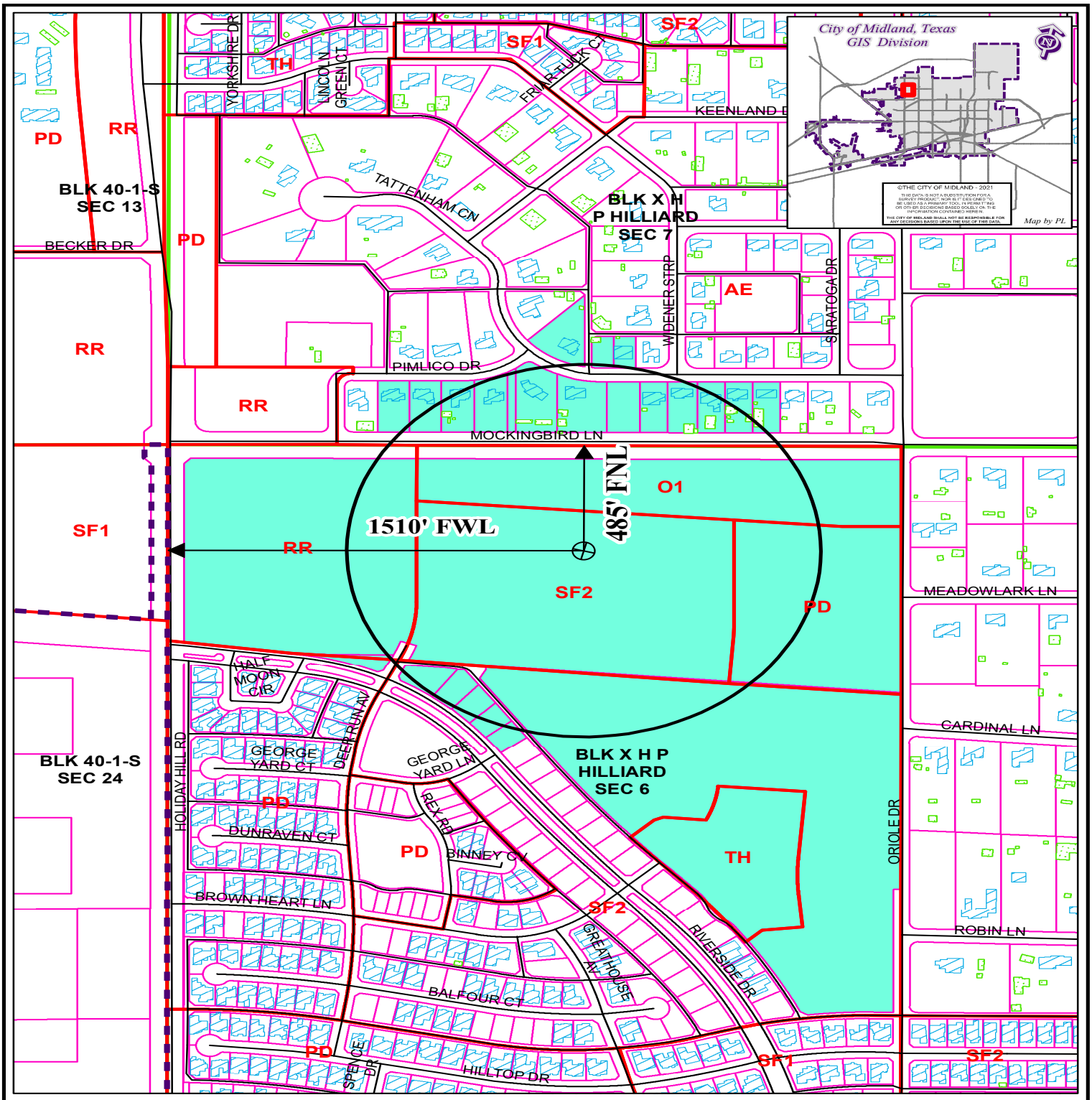
SURFACE OWNER

MOCKINGBIRD
MB-8H

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Block X, H.P. Hilliard Survey,
Midland County, Texas

November 16, 2021

8/16/2021 1:47:01 PM Printed by: jhatcher



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Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

State of Texas)

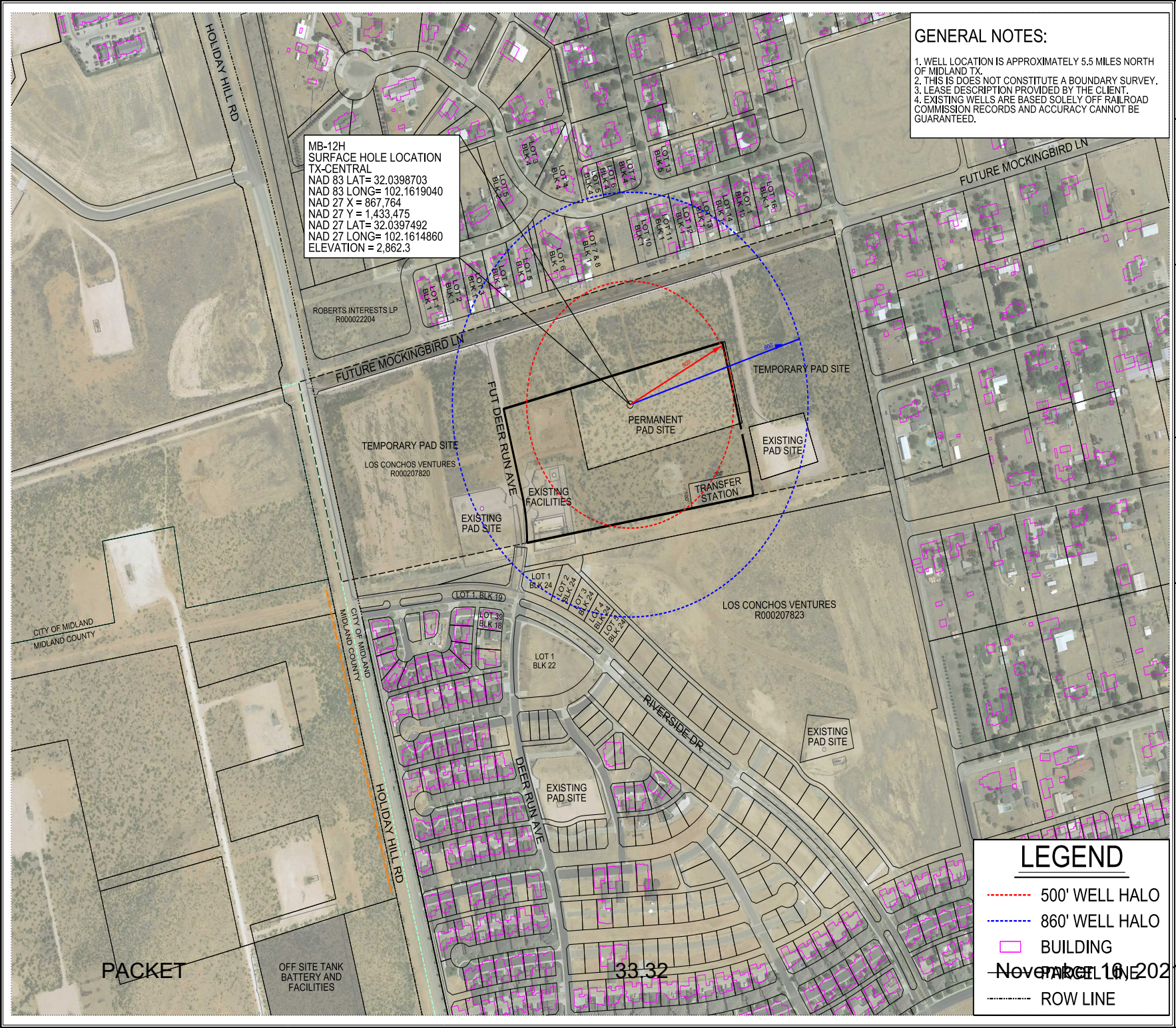
County of Midland)

Matt Chitwood, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650

[SEAL]



MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-8H - 12H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	7/20/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

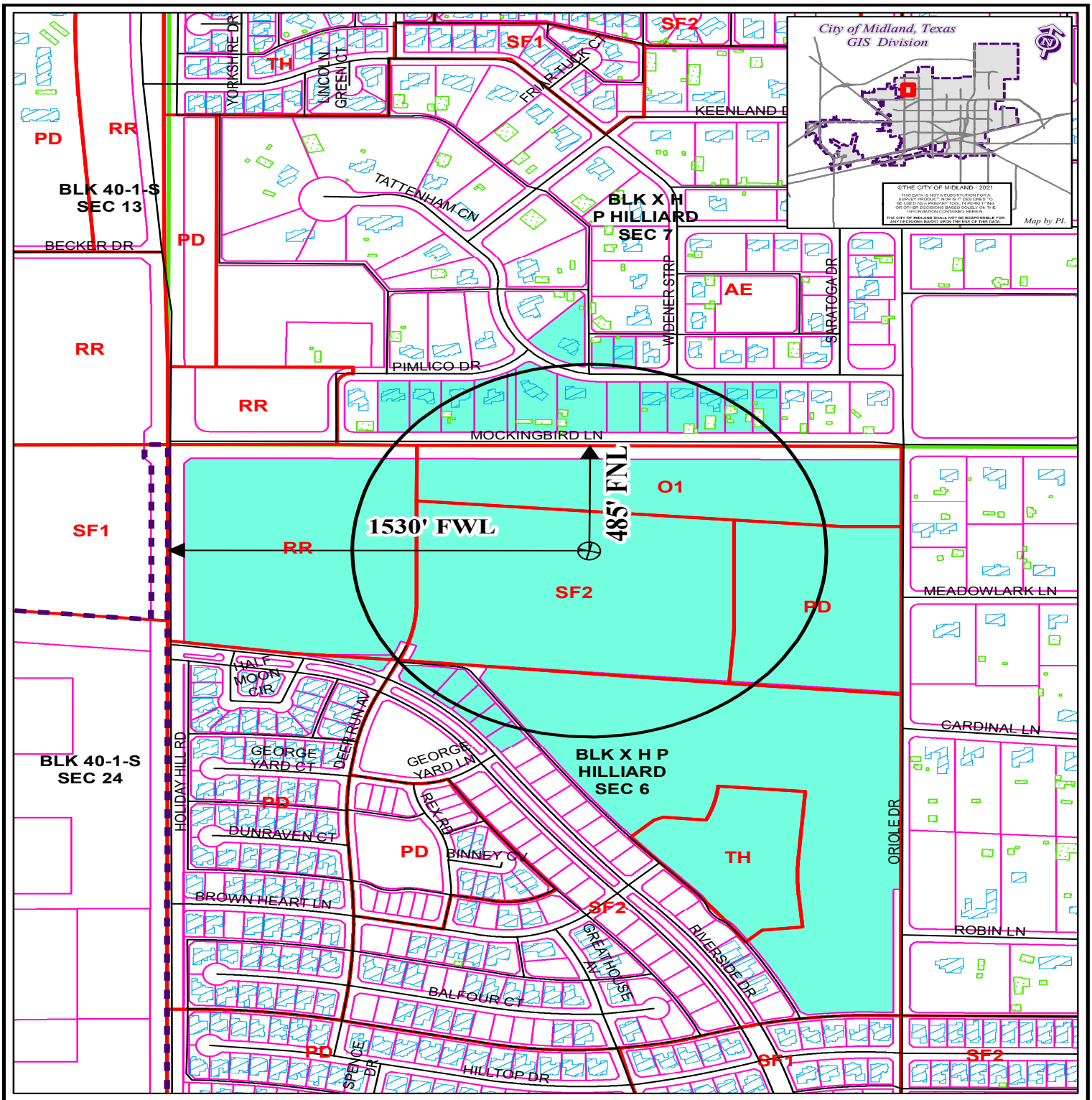
EXHIBIT 'E'

SURFACE OWNER

MOCKINGBIRD MB-12H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey, Midland County, Texas

8/16/2021 2:06:43 PM Printed by: jhatcher



LOCATION AND ZONING MAP

Oil-037783-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,530' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane extension and 1530 feet east of Holiday Hill Road.

MB-12H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
RE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RR, 1F2, 1F3	ONE-FAMILY DWELLING	CR	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

City Council Meeting

Item Number: 34

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Cole Furqueron,

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH TYLER STREET AND ORCHARD LANE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Sylvia Howard, is requesting a Special Exemption from the City of Midland Zoning Ordinance, Section 5.04- Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot width for a corner lot in an SF-3 Single-family Residential Zoning. The 50 foot lot width does not comply with the 55 foot minimum width as indicated by the Zoning Code.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is located at 610 N. Tyler Street and is currently a vacant lot. The applicant is requesting a special exception to the minimum lot width for the prosed SF-3 Single-Family Dwelling District to be able to proceed with the application or rezoning the property to build a single-family home.

The property is currently zoned HI, Heavy Industrial District and does not meet the minimum lot dimensions for its proposed district.

> Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart:*
>
> *SF-3, Single Family Dwelling District*
> *Lot dimensions*
> *Minimum Lot Width:*
> *Corner Lot: 55 Feet*

As shown on East Midland plat, this property is currently 50 feet wide and 140 feet deep.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objections to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil and Gas issues.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Planning Analysis:

While this request represents a deviation from the existing Zoning Ordinance, due to the unique circumstances surrounding the lot in question, staff is recommending approval of this application for a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart. This lot has been platted and zoned in a way that prohibits development, therefore, the City has inadvertently forced this property and others around it to remain vacant under the current zoning ordinance. During the initial adoption period of the new zoning ordinance, there were several lots in this area that were re-zoned to SF-3, single family dwelling district that fell into this same issue. Additionally, the area has dispersed single family housing that was developed before the new zoning ordinance took effect, therefore, developing this property as a single-family home would fit with the character of the neighborhood. This special exception is required in order to change the zoning to SF-3 to better conform to develop a single-family residence. 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 Residential-Medium, a classification which calls for “a mix of housing styles including single-family detached, single-family attached, and townhouses.” This special exception would allow for the development of a single-family residence on this lot that would otherwise remain vacant.

Due to these factors, staff is recommending approval of this special exception subject to conditions A and B.

Conditions:

A. **That the minimum lot width shall be 50 feet.**

B. **That approval of a zone change to SF-3, Single Family Dwelling District shall be required prior to any development on the property.**

Letters of Objection:

As of November 10, 2021, staff has not received any letters of objection

Attachments:

East Midland Plat
Proposed Site Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH TYLER STREET AND ORCHARD LANE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 12, Block 50, East Midland Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot width in the event that the Zoning District Map of the City of Midland, Texas, is amended to rezone the Property from HI, Heavy Industrial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That said special exception is subject to the following special conditions:

A. That the minimum lot width shall be 50 feet.

B. That said special exception shall be of no force or effect unless and until the Property is rezoned as described in Section One of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

Special Exception Application

Project Number: E-21-00164

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Sylvia Howard		Phone (432) 6611493 Email sylscountry@gmail.com	
Address 2505 W County Rd. 130	City Midland	State TX	Zip 79706
Property Owner Printed Name: G+S Electric Co.		Phone ( ) Email	
Address 2505 W. County Rd 130	City Midland	State TX	Zip 79706
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 610 N. Tyler Street

Legal Description
Lot: 12 Block: 50 Subdivision: East Midland Addition

Current Zoning: HI, Heavy Industrial District

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: Rezone to residential so we can build a single family residence on this lot

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG) – planning department already has this

RECEIVED
OCT 13 2021
BY: .....

Signatures	
Applicant (signature): Sylvia Howard	Date: 10-12-21
Applicant (printed): Sylvia Howard	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Sylvia Howard who, being by me duly sworn, upon oath says: That (s)he is authorized by G+S Electric Co, 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.

Sylvia Howard
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 12 day of October, 20 21, to certify which witness my hand and seal of office.

EDITH W RICO
Notary ID #131904974
My Commission Expires
February 22, 2023

Edith Rico
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

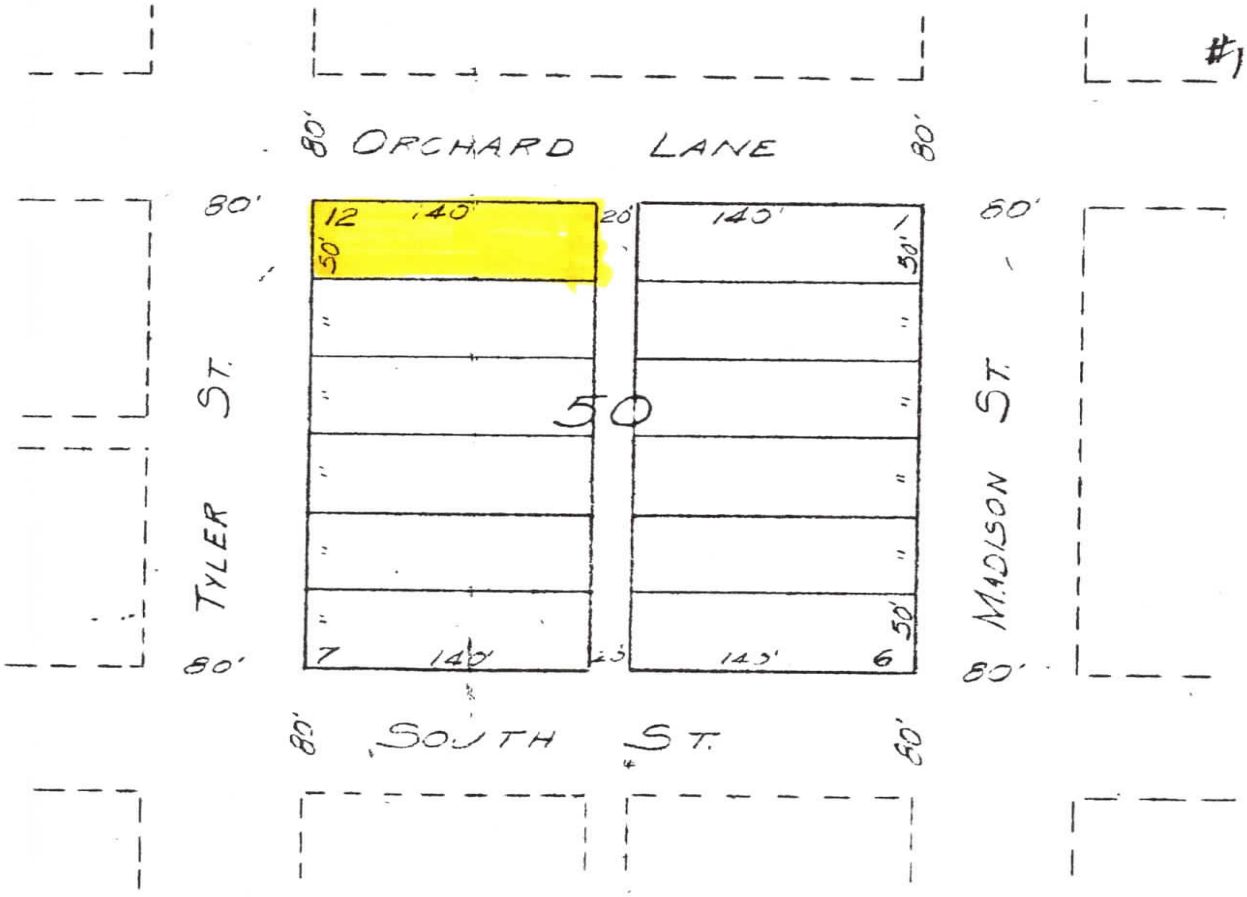
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # CC	
Received By: ES	Date: RECEIVED OCT 13 2021

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****

#14853



Approved 12-15-52
by City Planning
& Zoning Commission
W. B. Harkrider
Chairman.

Approved by action of
the City Council of
Midland, Texas, in
regular meeting held
Dec. 23, 1952.

Mayor

Secretary

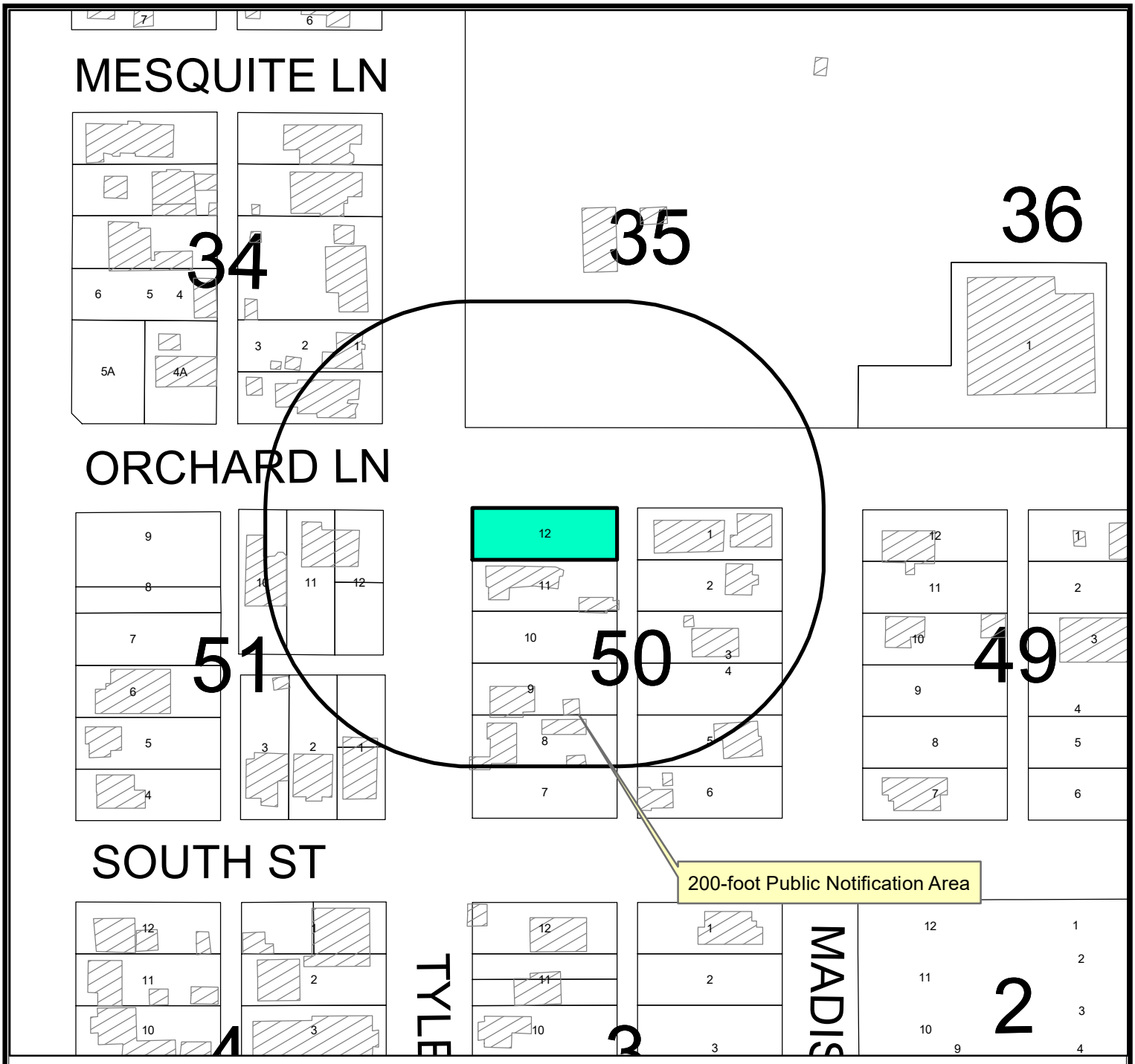
City Planning Department
October 21, 1952

SKETCH SHOWING DEDICATION OF
AN ALLEY IN BLOCK 50,
EAST MIDLAND ADDITION TO THE
CITY OF MIDLAND, TEXAS
Scale: 1" - 100'

Pg. 31

RECEIVED
OCT 13 2021
BY: .....

RECEIVED
SEP 23 2021
BY: .....



LOCATION MAP

E-21-0064 **Scale: 1" = 200'**

A request by Sylvia Howard for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 - Residential Zoning Distict Dimensional Regulations Chart, concerning the minimum lot dimensions on Lot 12, Block 50, East Midland Addition, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of N. Tyler Street and Orchard Lane- (DISTRICT 2)

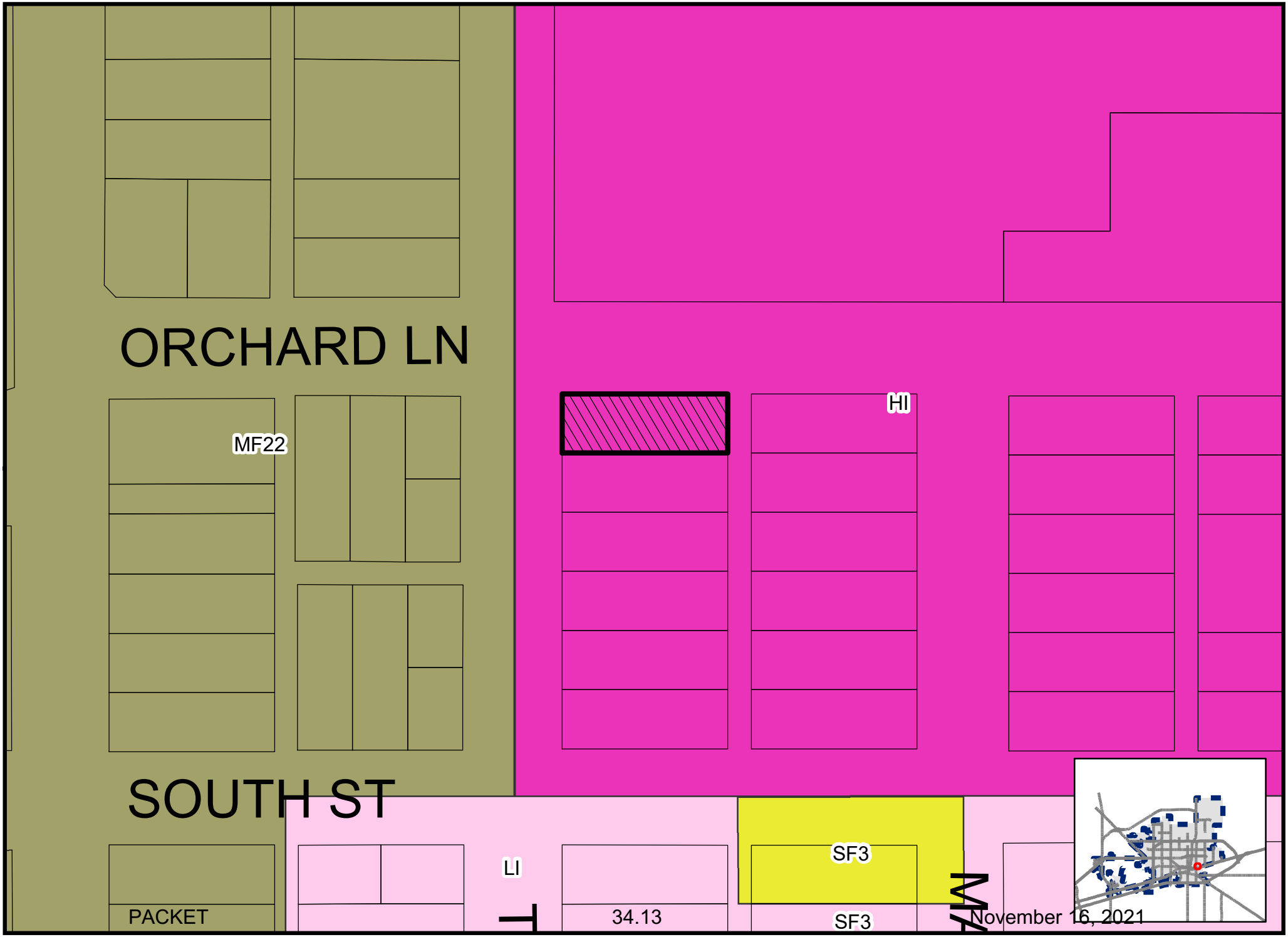
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

November 16, 2021



Map By CF, 11/4/2021

E-21-0064

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.


STOP







City Council Meeting

Item Number: 35

Meeting Date: November 16, 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 LOTS 1 AND 2, BLOCK 24, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MH, MANUFACTURED HOUSING DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST FRANCIS AVENUE AND SOUTH MAIN STREET); 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, Faye Golden Homes, LLC, is requesting to rezone the property of Lots 1 & 2, Block 24, Belmont Addition, City and County of Midland, Texas, for the development of office buildings.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

MH, Manufactured Housing District

Surrounding Zoning and Land Use:

The property to the north across West Francis Avenue is zoned SF-2, Single- Family Dwelling District, and the location of a church. The properties to the east and south are zoned RR, Regional Retail District, and the location of offices and vacant land. The properties to the west are zoned SF-2, Single-Family Dwelling District, and the location of residences.

Analysis:

The property is located on Lots 1 and 2, Block 24, Belmont Addition, City and County of Midland, Texas, and is currently vacant. The applicant, Faye Golden Homes, LLC, is requesting this zone change to allow for the development of an office. The property meets the minimum lot size requirements for the RR, Regional Retail District. This zone change will be consistent with the surrounding zoning districts in this area.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

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.

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 not compliant with the *Tall City Tomorrow Comprehensive Plan, Chapter 3-An Integrated Land Use Vision.* This area calls for urban-residential medium, a designation that incorporates a mix of housing types, including single-family detached, single-family attached and townhouse uses. The development of an office would not follow the recommendations of the Tall City Tomorrow. However, the development of an office does fit the surrounding land uses in that district.

This request was approved at the October 18, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MH, Manufacturing Housing District 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 November 10, 2021.

Attachments:

Property Survey (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 24, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MH, MANUFACTURED HOUSING DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST FRANCIS AVENUE AND SOUTH MAIN STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 1 and 2, Block 24, Belmont Addition, 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 MH, Manufactured Housing District 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: 2-21-0267

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Faye Golden Homes, LLC - Billy Gibbs		Phone (432) 215-5005 Email	
Address 500 W Ohio Av, Suite 201D	City Midland	State TX	Zip 79701

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: 2 Vacant lots north of 1608 S Main Street

Legal Description
Lot: 1 & 2 Block: 24 Subdivision: Belmont Addition

Current Zoning: MH

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Zone Change Request:

Present Use of Property: Vacant Lot

Proposed Use of Property: Office Bulding

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): Schuman Engineering/Ed Aleman	
Property Owner (signature): Billy Gibbs	Date: 9-14-21
Property Owner (printed): Billy Gibbs	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Billy Gibbs, 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 J Aleman
Authorized Agent (signature)

Subscribed and sworn to before me, this 14TH day of September, 2021, to certify which witness my hand and seal of office.

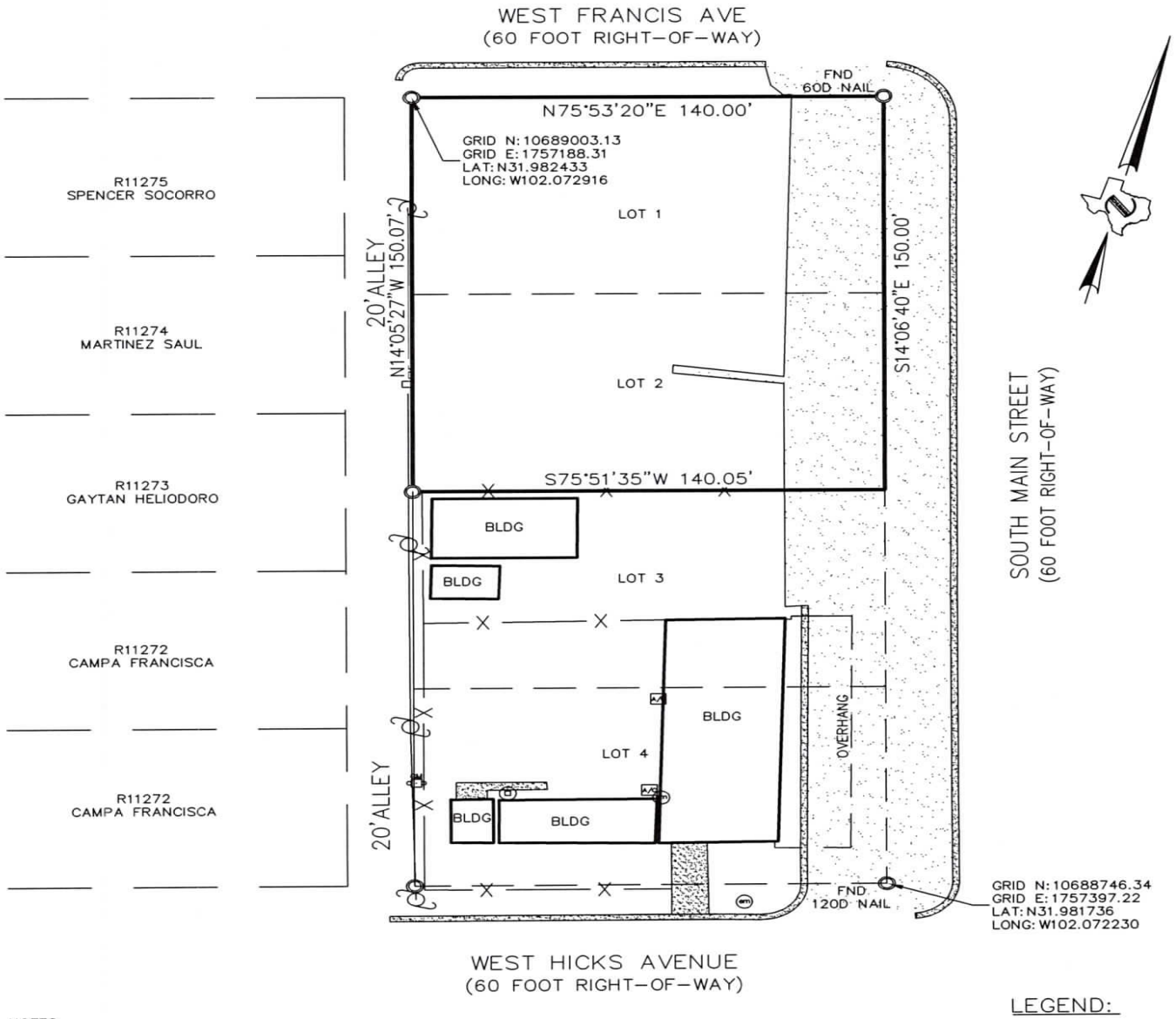
HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 1689
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)
- Received By: DB
- Date: RECEIVED SEP 15 2021
- BY: .....

Application will not be considered for scheduling until reviewed by a planner.



NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

LEGEND:

— x —	FENCE LINE
— OHE —	OVERHEAD ELECTRIC
	UTILITY POLE
ELEC	ELECTRIC METER
A/C	AIR CONDITIONER
GM	GAS METER
	MONUMENT AS DESCRIBED
	PROPERTY LINE
— —	ADJOINING PROPERTIES
BLDG	BUILDING

Surveyor Certification

TO THE LIENHOLDERS, FAYE GOLDEN HOMES LLC

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 19TH DAY OF AUGUST, 2021

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

SURVEY

LOTS 1-2

BLOCK 24

BELMONT ADDITION

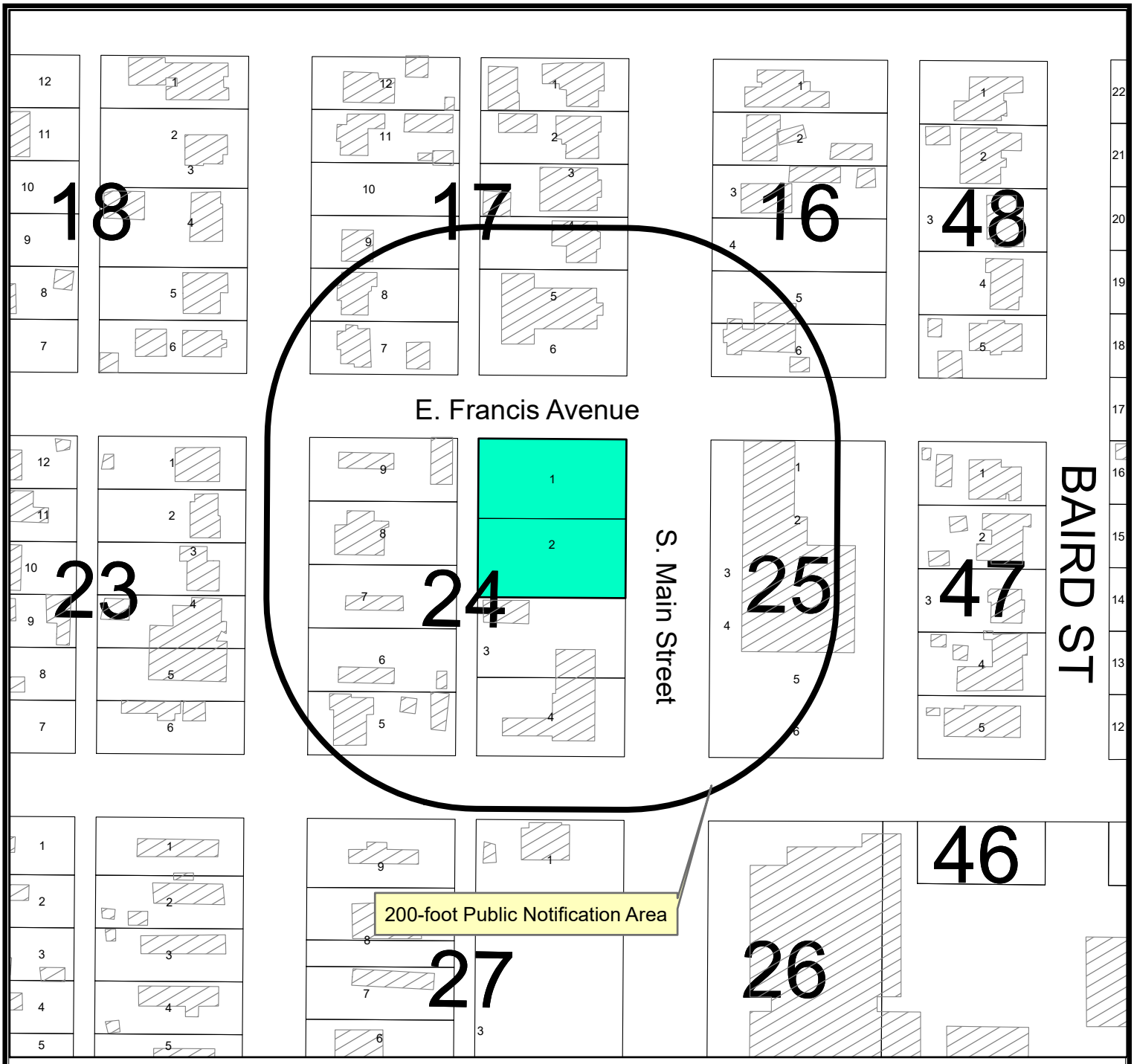
AN ADDITION TO THE CITY OF MIDLAND, AS PER PLAT OF RECORD IN CABINET B, PAGE 1, PLAT RECORDS,

MIDLAND COUNTY, TEXAS

SCALE: 1" = 50'

PROJECT: 78056
JOB NO.: 78056

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



LOCATION MAP

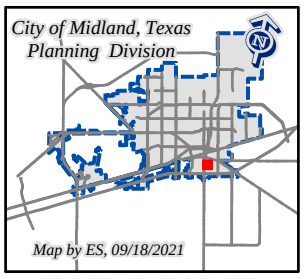
Z-21-0267 **Scale: 1" = 200'**

Consider a request by Faye Golden Homes, LLC for a zone change from MH, Manufactured Housing District to RR, Regional Retail District on Lots 1 & 2, Block 24, Belmont Addition, City and County of Midland, Texas.

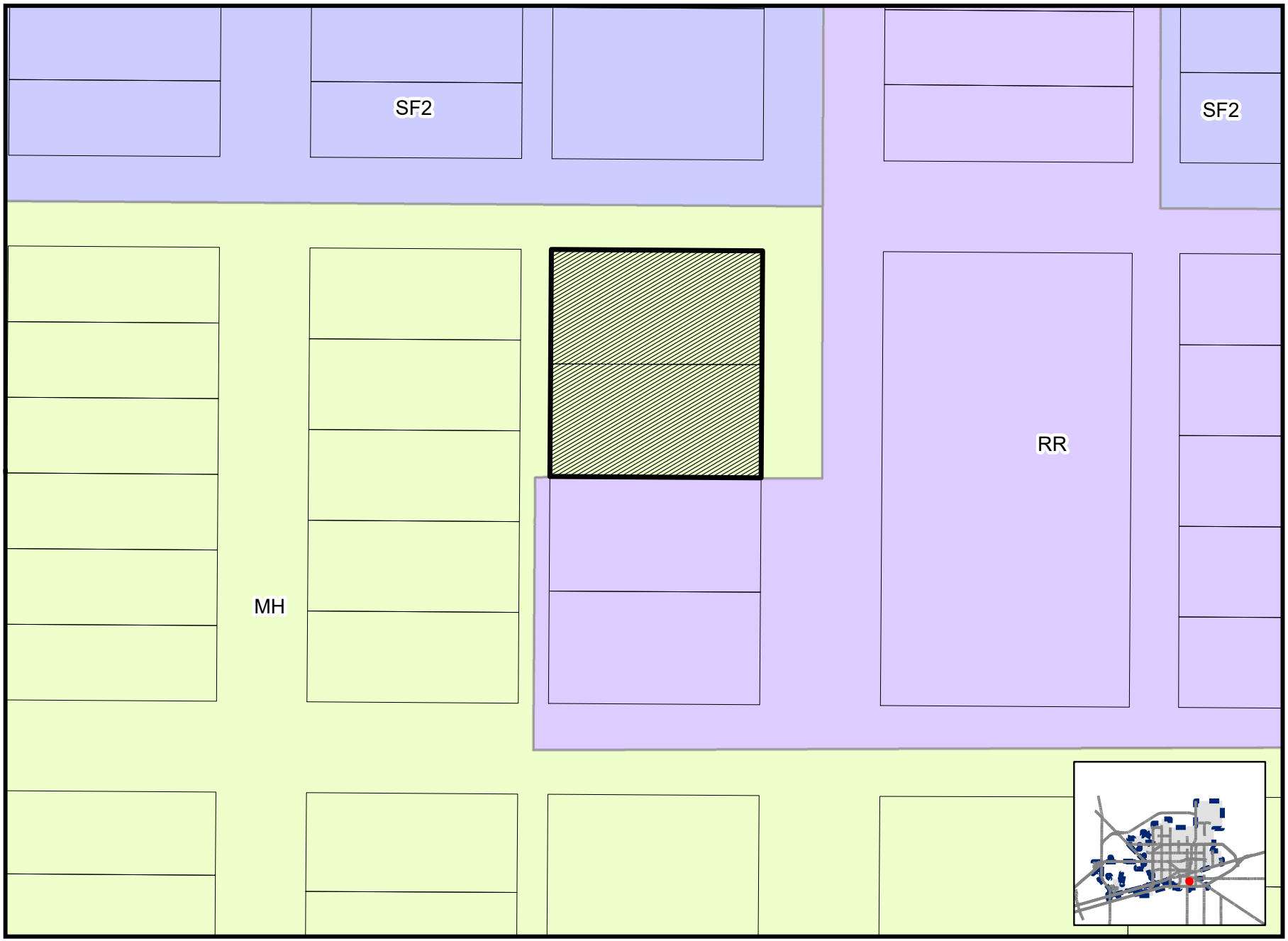
Generally located on the southwest corner of the intersection of E. Francis Avenue and S. Main Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



November 16, 2021



Map By KM, 10/12/2021

Z-21-0267

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.


N FRANCIS AVE
E FRANCIS ST




SPEED
LIMIT
20



City Council Meeting

Item Number: 36

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 6, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND SOUTH STREET), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Raphael Okugbere, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart*, concerning the minimum lot dimension to be able to rezone the property into SF-3, Single-Family Dwelling District.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is located at 601 N Madison Street and the location of vacant land. The applicant is requesting a special exception to the minimum lot width for the proposed SF-3, Single Family Dwelling District to be able to proceed with the application of rezoning the property to build a single family home.

The property is currently zoned HI, Heavy Industrial District and does not meet the minimum lot dimensions for either its current district, or the proposed district.

Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart:*

SF-3, Single Family Dwelling District
Lot dimensions
Minimum Lot Width:
Corner Lot: 55 Feet

As shown on East Midland plat, this property is currently 50 feet wide and 140 feet deep.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objections to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil and Gas issues.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Planning Analysis:

While this request represents a deviation from the existing Zoning Ordinance, due to the unique circumstances surrounding the lot in question, staff is recommending approval of this application for a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart. This lot has been platted and zoned in a way that prohibits development, therefore, the City has inadvertently forced this property and others around it to remain vacant under the current zoning ordinance. During the initial adoption period of the new zoning ordinance, there were several lots in this area that were re-zoned to SF-3, single family dwelling district that fell into this same issue. Additionally, the area has dispersed single family housing that was developed before the new zoning ordinance took effect, therefore, developing this property as a single-family home would fit with the character of the neighborhood. This special exception is required in order to change the zoning to SF-3 to better conform to develop a single-family residence. 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 Residential-Medium, a classification which calls for “a mix of housing styles including single-family detached, single-family attached, and townhouses.” This special exception would allow for the development of a single-family residence on this lot that would otherwise remain vacant.

Due to these factors, staff is recommending approval of this special exception subject to conditions A and B.

Conditions:

A. That the minimum lot width shall be 50 feet.

B. That approval of a zone change to SF-3, Single Family Dwelling District shall be required prior to any development on the property.

Letters of Objection:

As of November 10, 2021, staff has not received any letters of objection

Attachments:

East Midland Plat
Proposed Site Plan (Exhibit A)
Application

Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 6, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND SOUTH STREET), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 6, Block 50, East Midland Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot width in the event that the Zoning District Map of the City of Midland, Texas, is amended to rezone the Property from HI, Heavy Industrial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That said special exception is subject to the following special conditions:

A. That the minimum lot width shall be 50 feet.

B. That said special exception shall be of no force or effect unless and until the Property is rezoned as described in Section One of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

Special Exception Application

Project Number: E-21-0063

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*			
Printed Name: Raphael Okugbere		Phone (432) 553 8756 Email ralph@wellsuitedlps.com	
Address 108 Solomon Ln	City Midland	State TX	Zip 79706

Property Owner			
Printed Name: Daniel Marquez		Phone (432) 2549434 Email dmarquez1951@live.com	
Address 601 N Madison st	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)*			
Firm: _____ Printed Name: NA		Phone ( ) Email	
Address	City	State	Zip

Street Address: 601 N Madison St. Midland TX 79701

Legal Description
Lot: ~~006~~ Block: 050 Subdivision: East Midland.

Current Zoning: HI (Heavy Industrial District).

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☑ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: SF3 LOT Size for Corner Lot is 55ft but property is 50ft.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
OCT 13 2021

BY: .....

Signatures		
Applicant (signature):		Date: 10/11/21
Applicant (printed):	Raphael Okugbere.	
Property Owner (signature):	Daniel A Marquez	Date: 10-11-21
Property Owner (printed) :	Daniel Marquez	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Raphael O chuko Okugbere who, being by me duly sworn, upon oath says: That (s)he is authorized by Daniel Marquez, 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 Oct, 20 21, to certify which witness my hand and seal of office.

KAITLIN KIRKLAND
My Notary ID # 131936235
Expires March 19, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Application Fee
  Check # 1462
- ☒ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

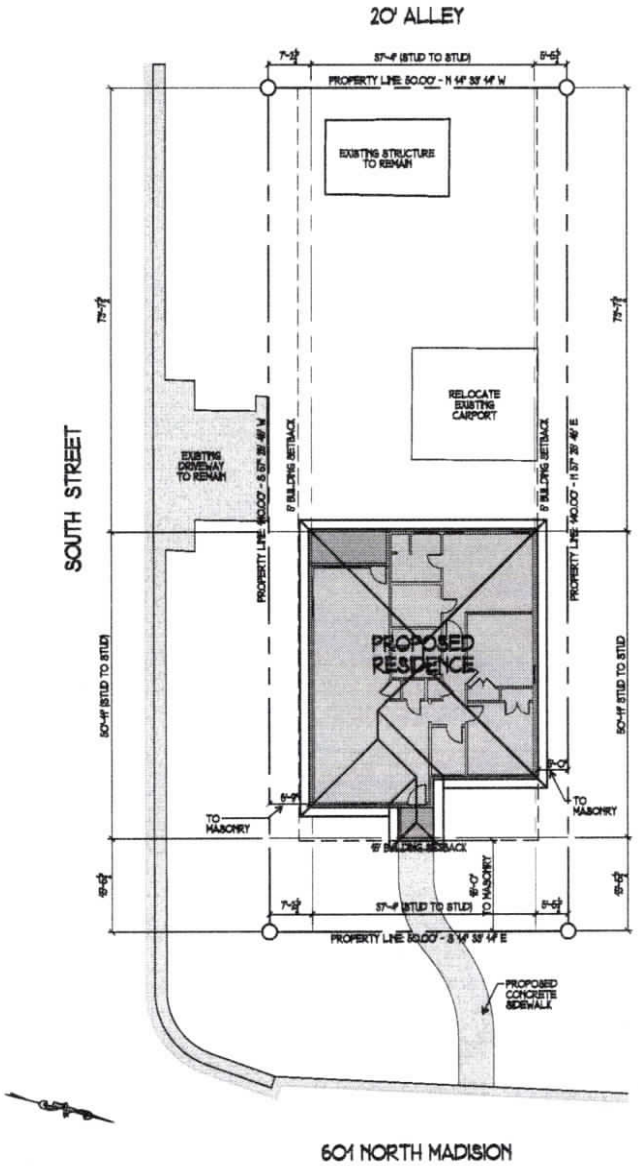
Received By: DR

Date: RECEIVED OCT 13 2021

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****

RECEIVED
OCT 1 3 2021
BY: .....



01 SITE PLAN
SCALE: 1" = 20'

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW AND DISCUSSION ONLY
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

SHEET NUMBER A1.1 SHEET 02 OF 06	601 N. MADISON MIDLAND TEXAS PROJECT NUMBER: 21106	SHEET TITLE SITE PLAN	CORNERSTONE DESIGN GROUP PHONE: (432)664-8006	DRAWN BY DATE 10/12/2021 REVISION

Do Not Remove
From Drafting Room 00

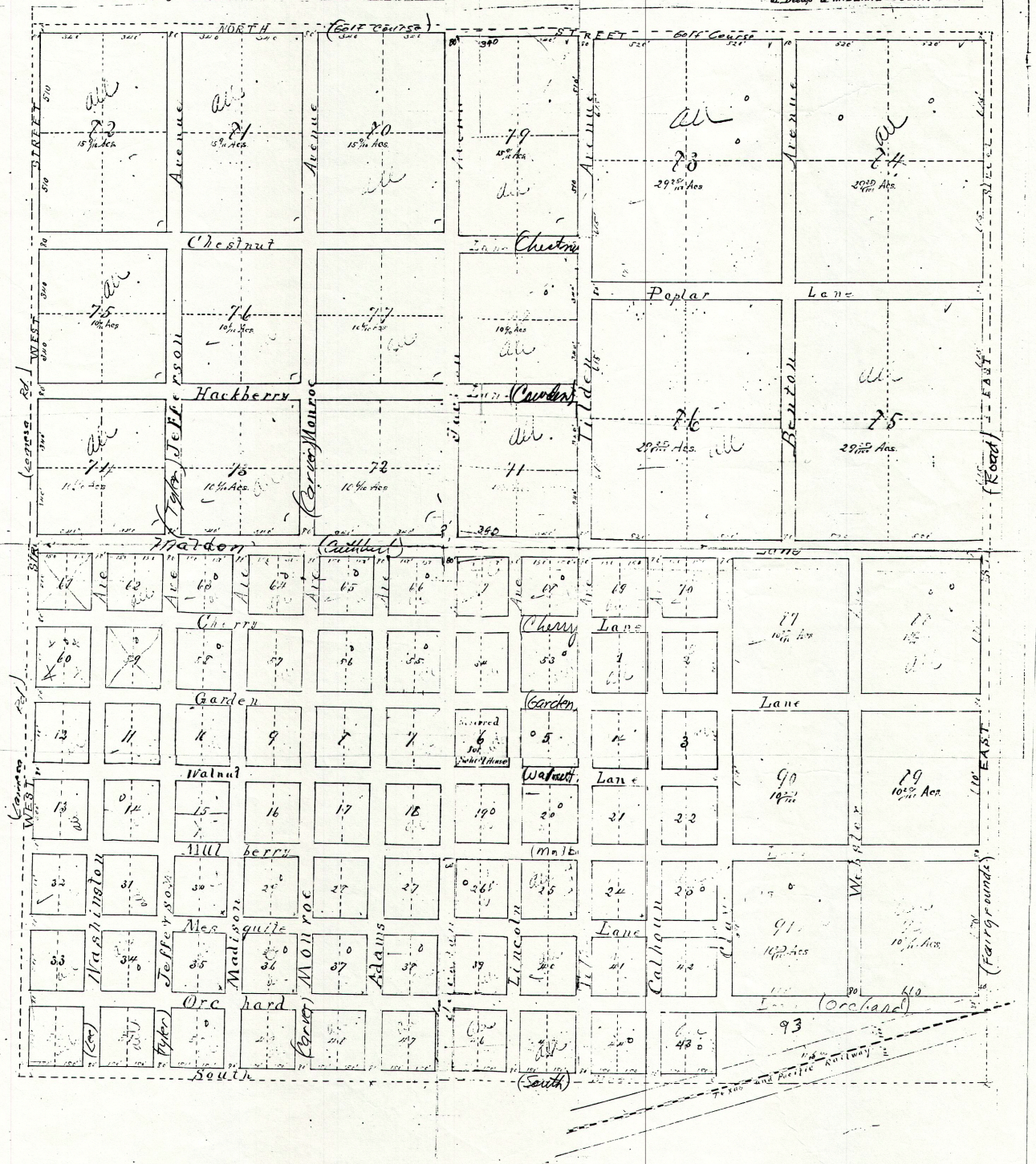
Map of

EASTMIDLAND

MIDLAND COUNTY
TEXAS

Being all of Section 25, Block 39
Township 1 South Texas and
Pacific Railway Company
Scale 400 ft = 1 inch

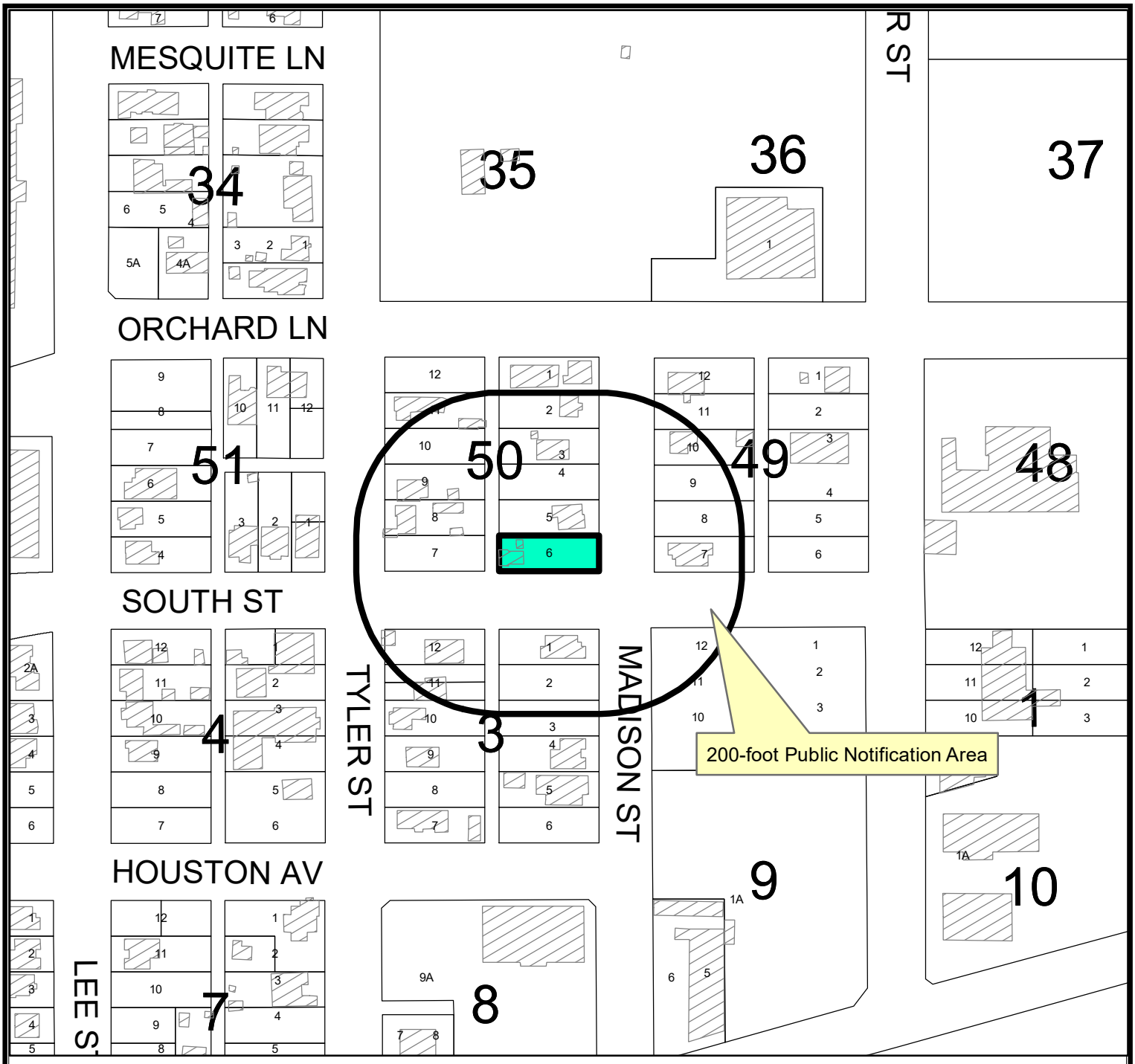
This Map is Recorded on pages
of Book of the Records
of Deeds of MIDLAND COUNTY Texas.



State of Texas }
Midland County } Know all men by these presents, That I, John Howard of Tarrant County, Texas and G. H. Griffith of Onida County, New York acting herein by my attorney in fact Ike Griffith of said Tarrant County, Texas under Power of attorney dated September 21, 1885 and recorded in the records of deeds of Midland County, Texas in Book I on Pages 86 & 87 and B. K. Brant of said Midland County, Texas have bargained granted and donated and by these presents do bargain

Bostwick's

PACKET 36 12 November 16, 2021



LOCATION MAP

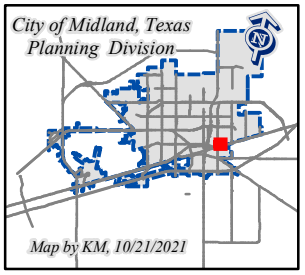
E-21-0063 **Scale: 1" = 200'**

Consider a request by Raphael Okugbere for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot dimension on Lot 6, Block 50, East Midland, City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of N Madison Street and South Street. (Council District 2)

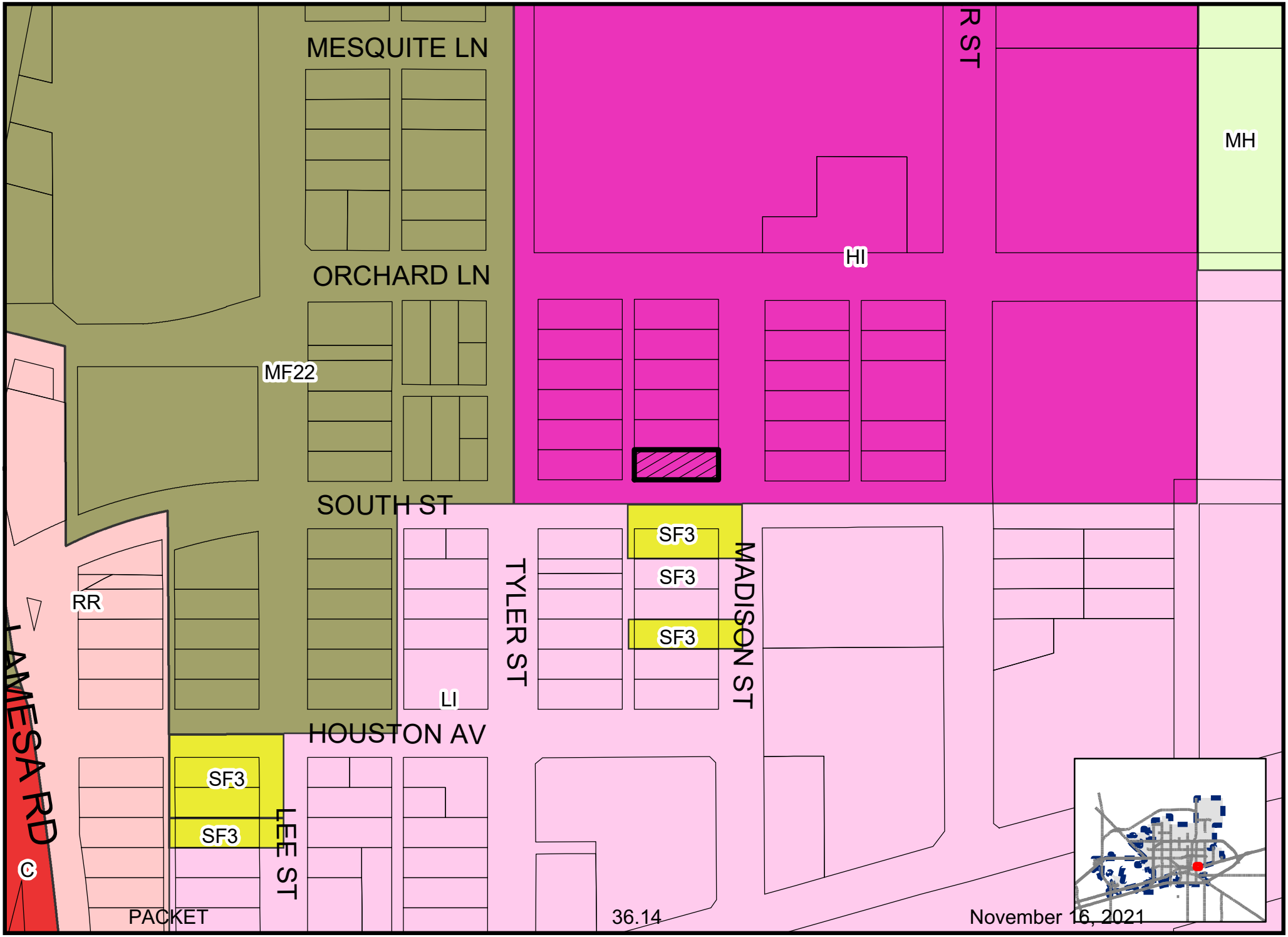
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR 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.

November 16, 2021



Map By KM, 10/21/2021

E-21-0063

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.




GMC





City Council Meeting

Item Number: 37

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 2, BECKLAND TERRACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTRY CLUB DRIVE, APPROXIMATELY 312 FEET WEST OF DELMAR STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT AND A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Benny Fehr, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart*, concerning the minimum side and rear yard setback for an interior lot to add a metal building on the property.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is located at 4307 Country Club, which is zoned SF-2, Single Family Dwelling

District.

Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart:*

SF-2, Single Family Dwelling District
Lot dimensions
Minimum Side Yard Setback:
Interior Lot: 5 Feet
Minimum Rear Yard Setback:
Where an alley adjoins the rear lot line: 5 feet any structure(garage, carport) with alley access.

The property is an interior lot and would have to meet the required minimum 5-foot side yard setback for an interior lot. The property owner intends to have rear entry access from the alley; therefore, they would have to meet the required minimum 5-foot rear yard setback as listed in the zoning ordinance.

The applicant is requesting to reduce the required minimum side yard setback for an interior lot to be three (3) feet and the minimum rear yard setback to be zero (0) feet to be able to proceed with the addition of a 20' x 20' (400 sq. ft.) metal building. However, this property faces no hardships. There are other alternatives to accommodate the proposed addition without a special exception. For example, the metal building can be relocated to the southeast side of the property and maintain the required minimum side and rear yard setback. Another option would be to reduce the size and scale of the proposed metal building. Therefore, this request does not constitute a lack of reasonable use.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (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.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil and Gas issues.

Building: (Approved with Conditions)

No objections. Building must be a minimum of 10 feet away from any dwellings on or off the property. Must also be a minimum of 5 feet from any other detached accessory building including pools or canopies

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance, staff would recommend denial of this application for a Special Exception to the City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart* concerning the minimum side and rear yard setback for an interior lot.

Should the City Council approve this request, the property shall be subject to conditions A and C:

Conditions:

A. That the property shall significantly conform to the site plan shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the minimum side yard setback for the proposed addition on the western side of the property shall be three (3) feet.

C. That the minimum rear yard setback of the proposed addition shall be zero (0) feet.

Letters of Objection:

As of November 10, 2021, staff has not received any letters of objection

Attachments:

Proposed Site Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 2, BECKLAND TERRACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTRY CLUB DRIVE, APPROXIMATELY 312 FEET WEST OF DELMAR STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT AND A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE

CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 3, Block 2, Beckland Terrace, City and County of Midland, Texas. Said special exception shall allow a reduced minimum side yard setback on the west side of the lot and a reduced minimum rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the west side of the lot shall be three feet.

B. That the minimum rear yard setback shall be zero feet.

C. That the property shall significantly conform to Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this

ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

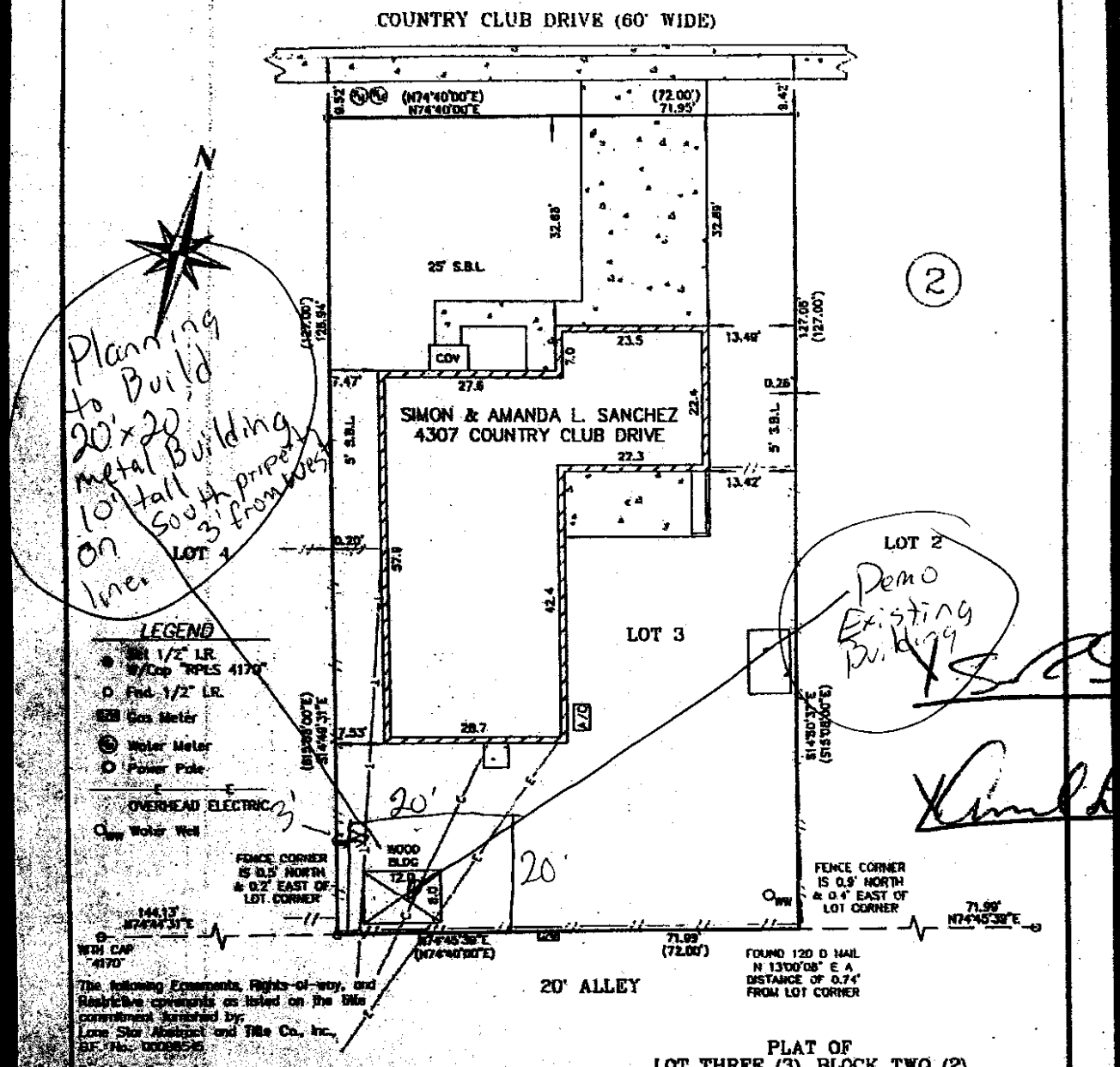
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

*COPYRIGHT 2010
This survey plat is being provided solely for the use of: Simon & Amanda L. Sanchez, Pioneer Bank & Lone Star Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated April 27, 2010, which shall take place within 90 days after the survey was provided.



The following Easements, Rights-of-way, and Restrictive covenants as listed on the title commitment furnished by:
Lone Star Abstract and Title Co., Inc.,
GF No. 0000836

Restrictive Covenants Vol. 276, Pg. 453, Deed Records, Midland Co., Texas	Mutual Right-of-Way Deed South Plains Pipeline Co., Vol. 42, Pg. 439, Deed Records, Midland Co., Texas	Blanket Easement & Right-of-Way T.E.S.Co. Vol. 87, Pg. 345, Deed Records, Midland Co. Texas

PLAT OF
LOT THREE (3), BLOCK TWO (2),
BECKLAND TERRACE,
AN ADDITION TO THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET A, PAGE 7, PLAT RECORDS, MIDLAND COUNTY, TEXAS

Bearings and Distances Shown Inside ( ) Indicate Record Information

20 10 0 20

SCALE: 1" = 20'

STATE OF TEXAS
REGISTERED
BRUCE S. PENNELL
4170
PROFESSIONAL
LAND SURVEYOR

16, 2021

MIDLAND Planning Division

Special Exception Application

Project Number: E-21-0061

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Benny Fehr		Phone (806) 215-9155 Email benny@schmittexteriors.com	
Address 197 CR 700-J	City Seminole	State TX	Zip 79360

Property Owner Printed Name: Simon Sanchez		Phone (432) 553 1103 Email ssanchez2@ups.com	
Address 4307 Country Club 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: 4307 Country Club

Legal Description
Lot: Block: ✓ Subdivision: Beckland Terrace

Current Zoning: SF2

This property qualifies as an exception to the City Code because:

- ☑ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: Home owner wants building to be on the property line due to limited space

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Benny Fehr	Date: 10-7-21
Applicant (printed): Benny Fehr	
Property Owner (signature):	Date: 10-7-21
Property Owner (printed): Simon Sanchez	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Benny Fehr who, being by me duly sworn, upon oath says: That (s)he is authorized by Simon Sanchez, 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 7th day of October, 20 21, to certify which witness my hand and seal of office.

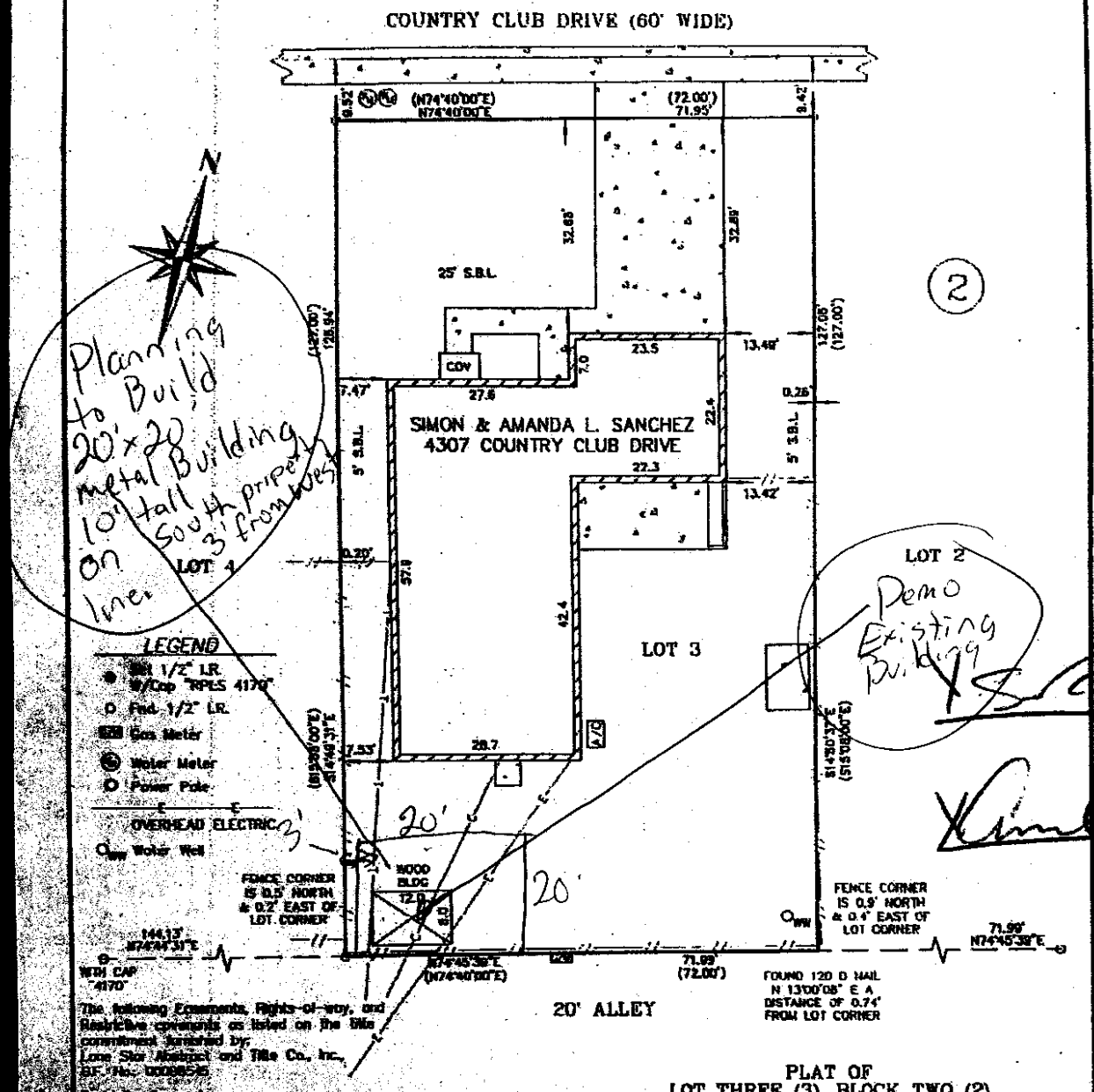
Margarita Wall Friesen
My Commission Expires
8/5/2025
Notary ID
133252870

NOTARY PUBLIC, ~~MIDLAND~~ Gaines 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.****

*COPYRIGHT 2010
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The following Easements, Rights-of-way, and Restrictive covenants as listed on the title commitment furnished by:
Lone Star Abstract and Title Co., Inc.,
GF No. 0000836

Restrictive Covenants
Vol. 295, Pg. 453,

Easement to
Texas Power & Light Co.
Dated: Unknown
Filed for Record: Unknown
Recorded in: Vol. 223, Pg. 223,
Deed Records,
Midland Co., Texas

Mutual Right-of-Way Deed
South Plains Pipeline Co.
Vol. 92, Pg. 439,
Deed Records,
Midland Co., Texas

Blanket Easement & Right-of-Way
T.E.S.Co.
Vol. 87, Pg. 345,
Deed Records,
Midland Co. Texas

PLAT OF
LOT THREE (3), BLOCK TWO (2),
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ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET A, PAGE 7, PLAT RECORDS, MIDLAND COUNTY, TEXAS

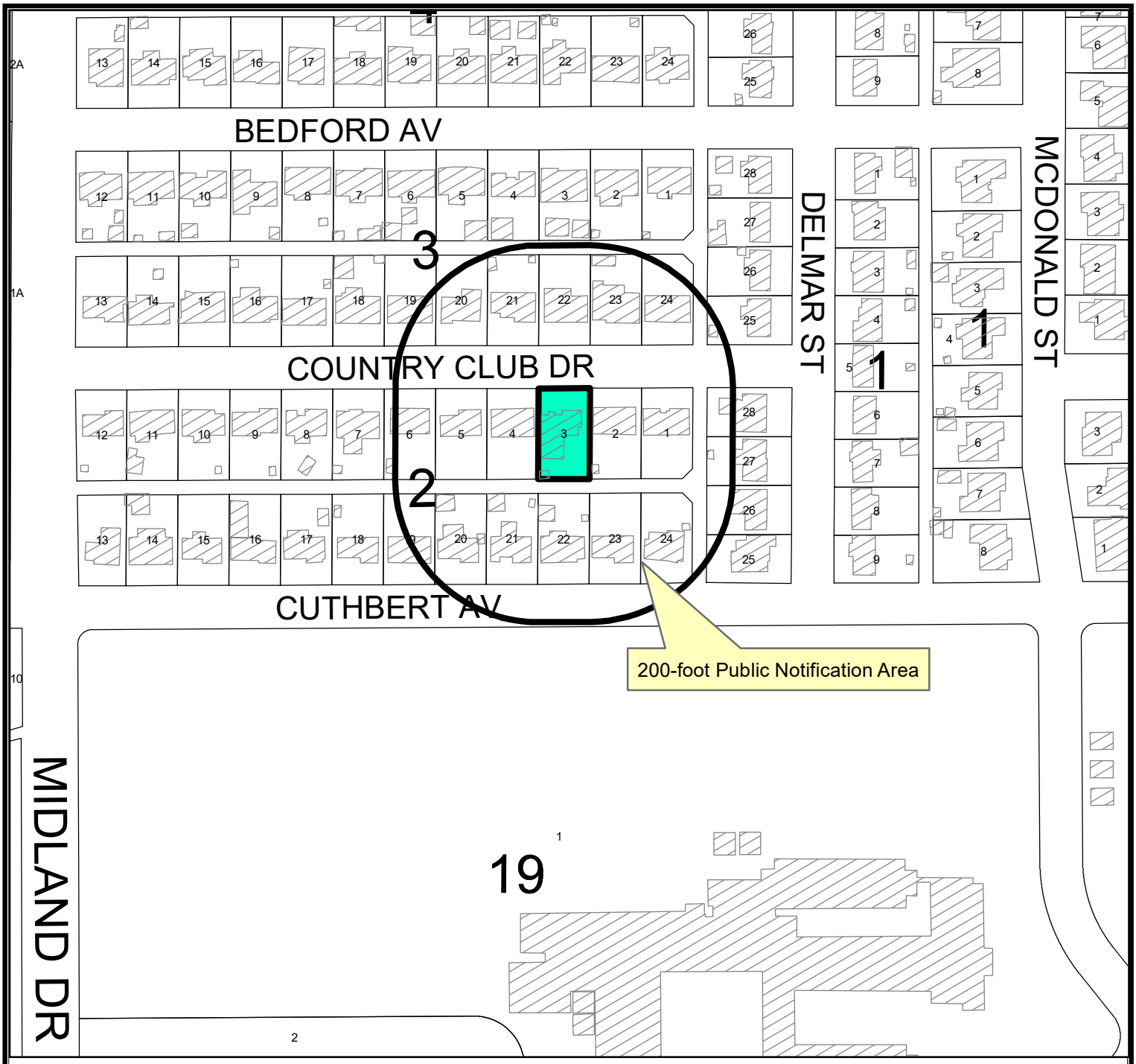
Bearings and Distances Shown Inside ( ) Indicate Record Information

20 10 0 20

SCALE: 1" = 20'

STATE OF TEXAS
REGISTERED
BRUCE S. POWELL
4170
PROFESSIONAL
LAND SURVEYOR

16, 2021



LOCATION MAP

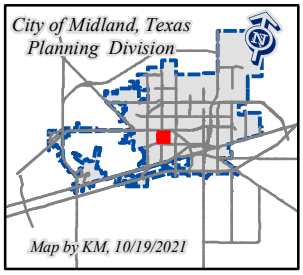
E-21-0061 **Scale: 1" = 200'**

Consider a request by Benny Fehr for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum side and rear yard setback for an interior lot on Lot 3, Block 2, Beckland Terrace, City and County of Midland, Texas.

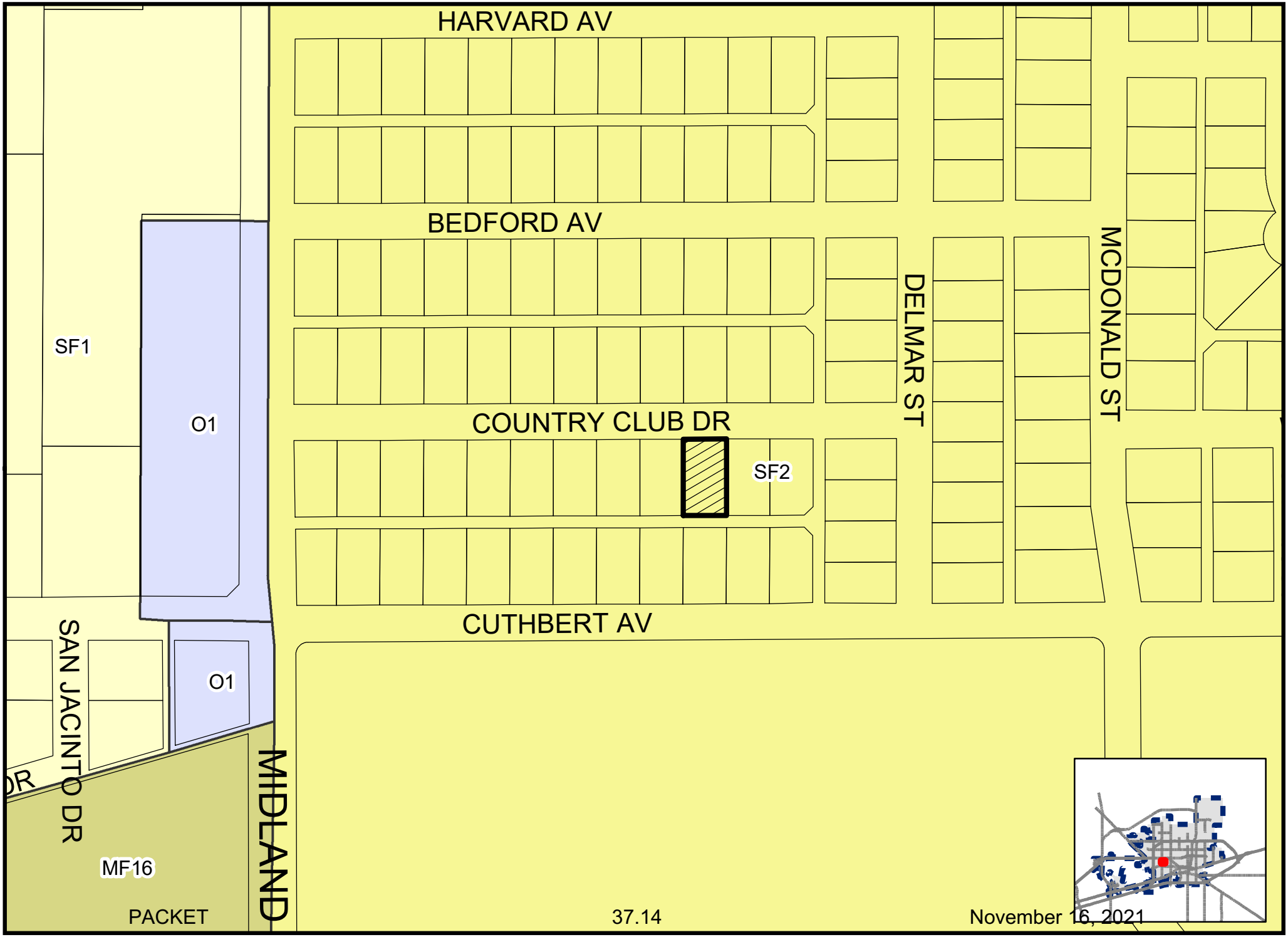
Generally located on the south side of Country Club, approximately 312 feet west of Delmar Street. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ABSTRACTOR 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, 10/19/2021

E-21-0061

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.








MIDLAND

City Council Meeting

Item Number: 38

Meeting Date: November 16, 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 GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 30.80-ACRE TRACT OF LAND OUT OF SECTIONS 37 AND 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND AVALON DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; 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)**

Purpose:

The applicant, Lusso Real Estate, LLC, is requesting a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services in order to open a new car dealership.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north across State Highway 191 is zoned ETJ, Extraterritorial Jurisdiction and is the location of vacant land. The properties to the east are zoned RR, Regional Retail District, and the location of Kent Kwik; and PD, Planned District, and the location of a vacant lot. The properties to the south are zoned RR, Regional Retail District, and the location of vacant lots; and PD, Planned District, and the locations of a vacant lot. The property to the west is zoned ETJ, Extraterritorial Jurisdiction, and the location of vacant land.

Analysis:

The property is currently vacant and is zoned RR, Regional Retail District. Per section 4.03 Use Chart of the zoning ordinance, a car dealership is allowed in the RR, Regional Retail District with a Specific Use Designation without Term.

The proposed site plan, hereto shown as Exhibit B, 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. This site will have adequate parking.

The proposed hours of operation are the following:

Monday through Saturday, 7:00 a.m. to 10:00 p.m.

The Automobile or Other Motorized Vehicle Sales and Services will need to comply with the standards as listed in Section 4.04.A.6 of the Zoning Ordinances.

6. Automobile or Other Motorized Vehicle Sales and Service Standards

a. Allowed by Specific Use Designation, according to the permitted Use Chart.

b. All exterior light sources shall be of a down-light type, indirect, diffused, or shielded type luminaries and so installed as to reduce glare effect and consequent interference with use of adjacent properties and boundary streets.

c. No intermittent or flashing lights shall be permitted.

d. Luminaries shall be mounted at a height not to exceed 30 feet as measured vertically from the horizontal surface of the nearest parking pavement.

e. All building façades shall be constructed with the same masonry materials that meet the masonry regulations for the zoning district in which the property is located.

f. No exterior auditory devices shall be permitted.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objection.

Engineering: (Approved)

No objection.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved with Conditions)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Driveway permitting within city limits on I-20, LP 250, SH 191, and FM 1788 is under the jurisdiction of TxDOT. A copy of an approved TxDOT driveway permit must be provided to the City with the building permit application before a City building permit can be issued. The TxDOT Driveway Permit Coordinator is Rachael Ramirez (Rachael.Ramirez@txdot.gov, 432-498-4789).

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 objections.

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. Therefore, the new car dealership fits the recommendations of the Tall City Tomorrow Comprehensive Plan.

This request was approved at the November 1, 2021, Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of the request of the

Specific Use Designation without Term for an Automobile or other Motorized Vehicle Sales and Services, subject to Condition A through D.

Conditions:

A. **That the Automobile and other Motorized Vehicle Sales and Service shall significantly conform to the Site Plan (Exhibit B) which is attached hereto and incorporated herein for all purposes.**

B. **That the development of the automobile or other motorized vehicle sales and services shall comply with the standards listed in Section 4.04. A.6 of the Zoning Ordinance.**

C. **That the days and hours of operation of the Automobile or other Motorized Vehicle Sales and Service shall be limited to:**

Monday through Saturday, from 7:00 a.m. to 10:00 p.m.

D. **That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the Automobile Sales and Services to ensure that the conditions of this permit are satisfied**

Letters of Objection:

As of November 10, 2021, staff has not received any letters of objection.

Attachments:

Meets and Bounds (Exhibit A)
Site Plan (Exhibit B)
Application
Maps

Robert Patrick

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 A 30.80-ACRE TRACT OF LAND OUT OF SECTIONS 37 AND 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND AVALON DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; 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 a 30.80-acre tract of land out of Sections 37 and 38, Block 40, 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") 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 automobile or other motorized vehicle sales and service (the "Specific Use"), 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 the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "B" and incorporated herein for all purposes.

B. That the use and development of the Property for the Specific Use shall conform to the development standards of Section 11-1-4.04.A.6 of the City Code.

C. That the days and hours of operation of the Specific Use shall be limited to Monday through Saturday from 7:00 a.m. to 10:00 p.m.

D. That the applicant shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the

descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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"

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

Page 2, Sewell Auto Complex -30.80 acres

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.

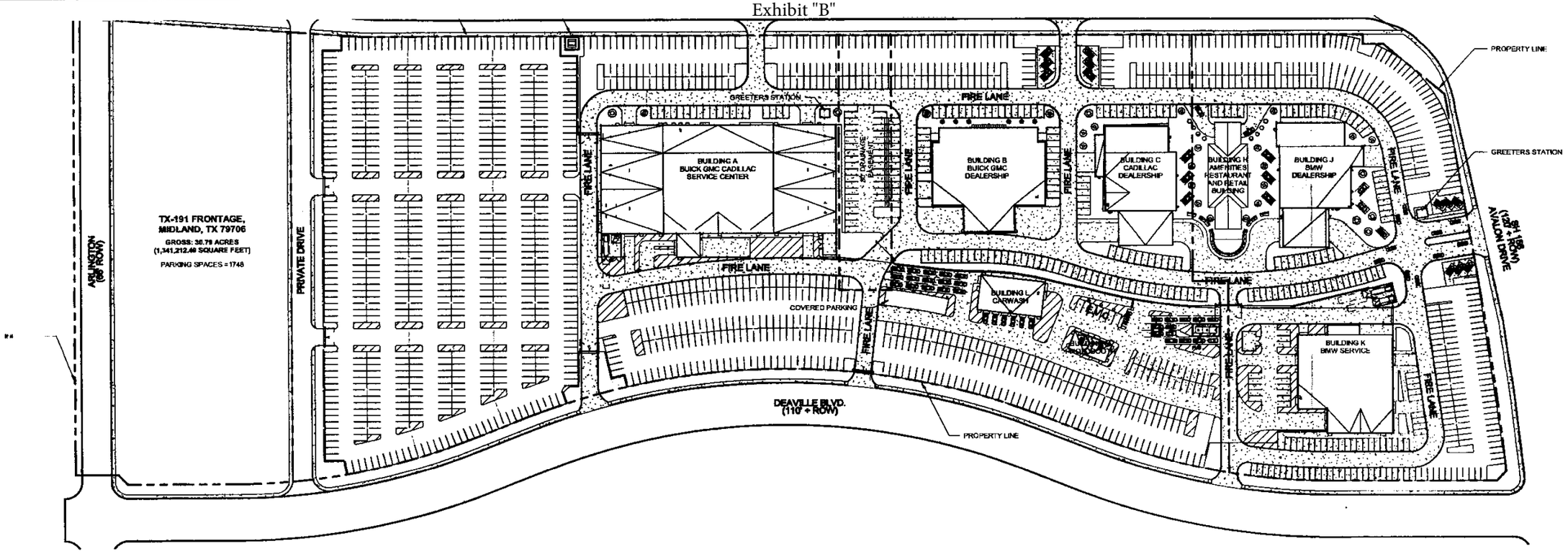
Thence N 79°21'34" E along the said North line of this tract and said South line of State Highway 191, 440.40 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at a point of deflection in said North line, continuing N 75°14'49" E, 1520.67 feet to the place of beginning and containing 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

Exhibit "B"



ND DEALERSHIP CAMPUS, TX-191 FRONTAGE, MIDLAND, TX 79706

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 ARCI
Dallas | F

MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUPwo -21-2024

Ord. Number: _____

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

Type of Permit: Automobile or Other Motorized Vehicle Sale and Service in RR zoned property	*For Office Use Only* ☐ with Term ☐without Term
Is there any Code Enforcement action pending on property? ☐ Yes ■ No	

Street Address: No assigned

Legal Description
Lot: 1-3 Block: 12 Subdivision: Westridge Park Addition, Section 49

Current Zoning: RR

Maximum Floor Area: 175,000 **Maximum Occupancy:**

Proposed hours and days of use or operation: 24 hours

Reason for request: To allow the intended use of the property

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience:
The dealership at this location will enhance the areas visual and social appeal by creating a site which will attract other business to develop adjacent properties.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 9/22/2021
Applicant (printed): Collin Sewell	
Property Owner (signature):	Date: 9/22/2021
Property Owner (printed) : Collin Sewell	

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 John M. Newton who, being by me duly sworn, upon oath says: That (s)he is authorized by Collin Sewell, 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.

J. M. Newton
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 22 day of September, 20 21, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
EDITH W RICO
Notary ID #131904974
My Commission Expires
February 22, 2023

Edith Rico
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:

RECEIVED
SEP 22 2021
BY: KM

****Application will not be considered for scheduling until reviewed by a planner.****

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

Page 2, Sewell Auto Complex -30.80 acres

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.

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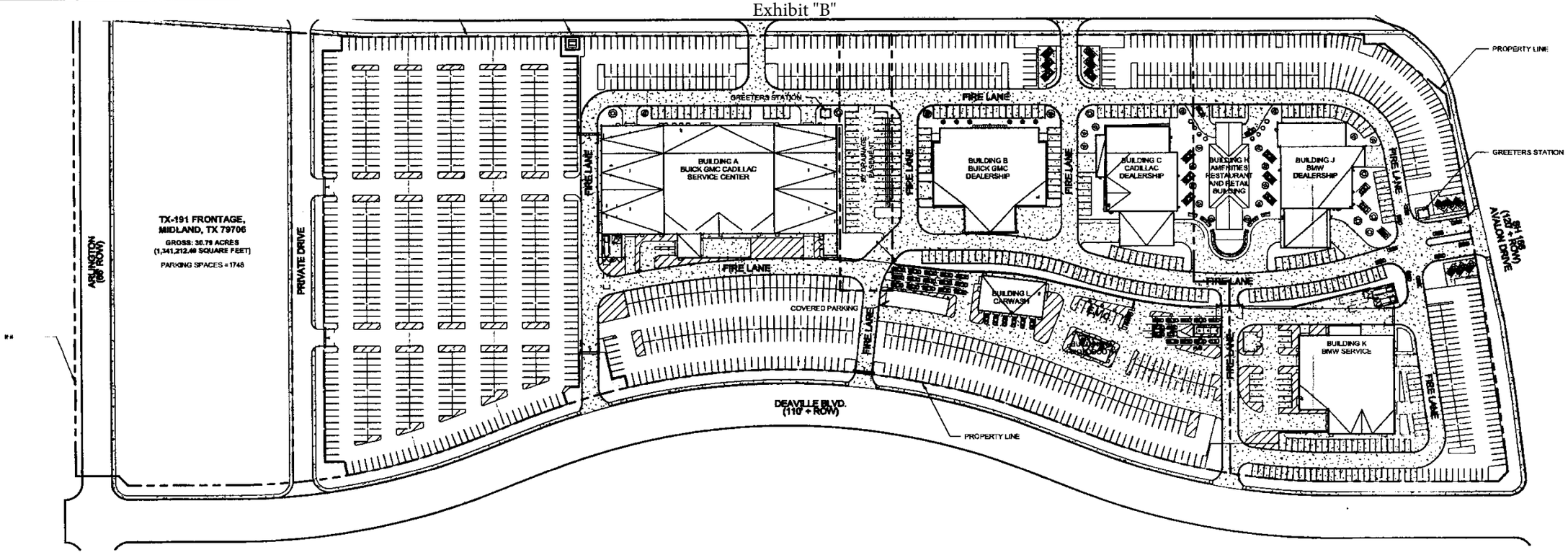
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Thence N 79°21'34" E along the said North line of this tract and said South line of State Highway 191, 440.40 feet to a ½ inch iron rod, with yellow plastic cap stamped "RPLS 1977" set at a point of deflection in said North line, continuing N 75°14'49" E, 1520.67 feet to the place of beginning and containing 30.80 acres of land.

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Charles P. Rutherford, Registered Professional Land Surveyor No. 1977 Date

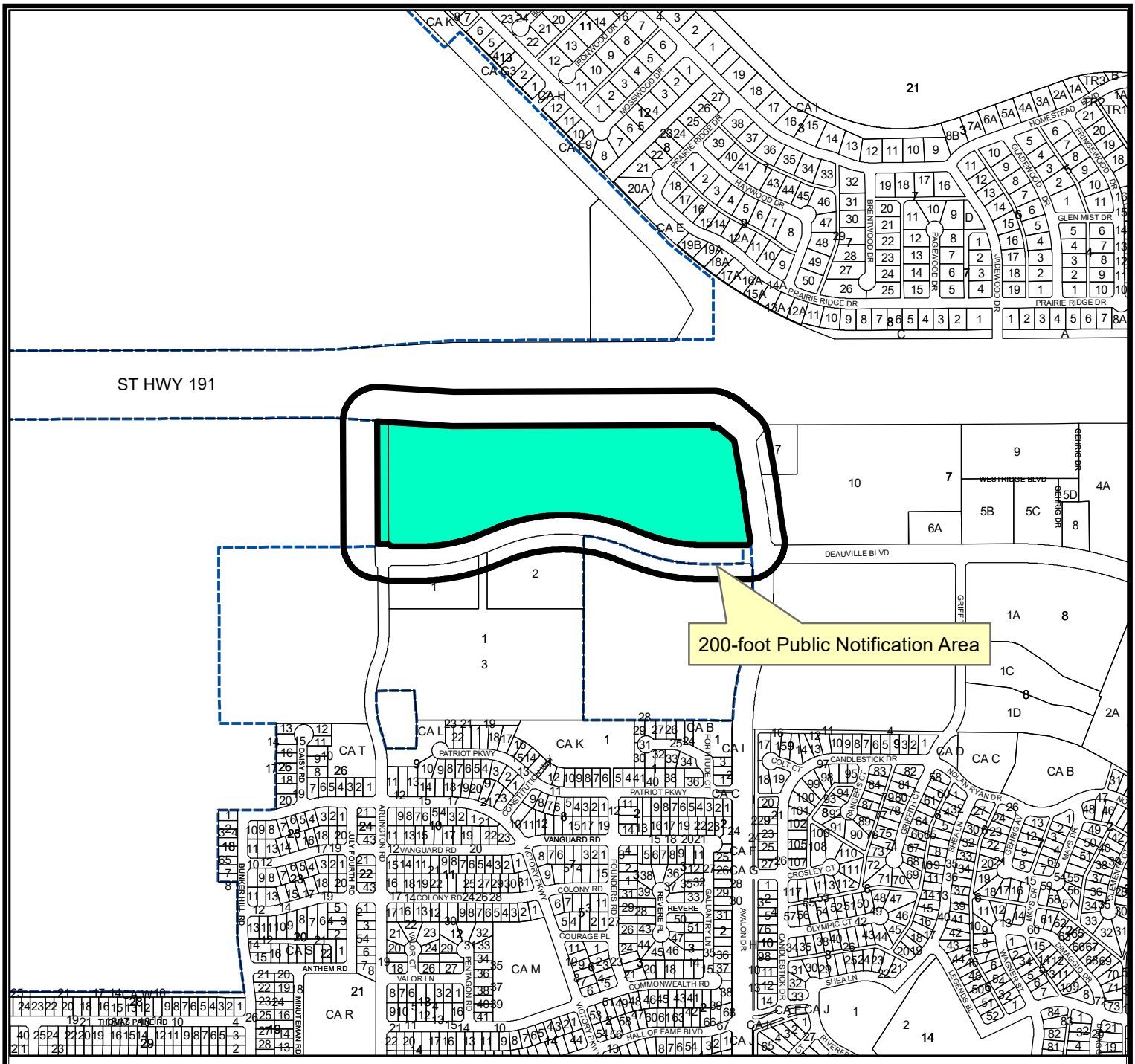
Exhibit "B"



ND DEALERSHIP CAMPUS, TX-191 FRONTAGE, MIDLAND, TX 79706

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 ARCI
Dallas | F



LOCATION MAP

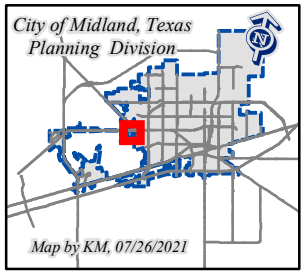
SUDwo-21-0024 **Scale: 1" = 200'**

Consider a request by Lusso Real Estate, LLC for a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Service, on 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.

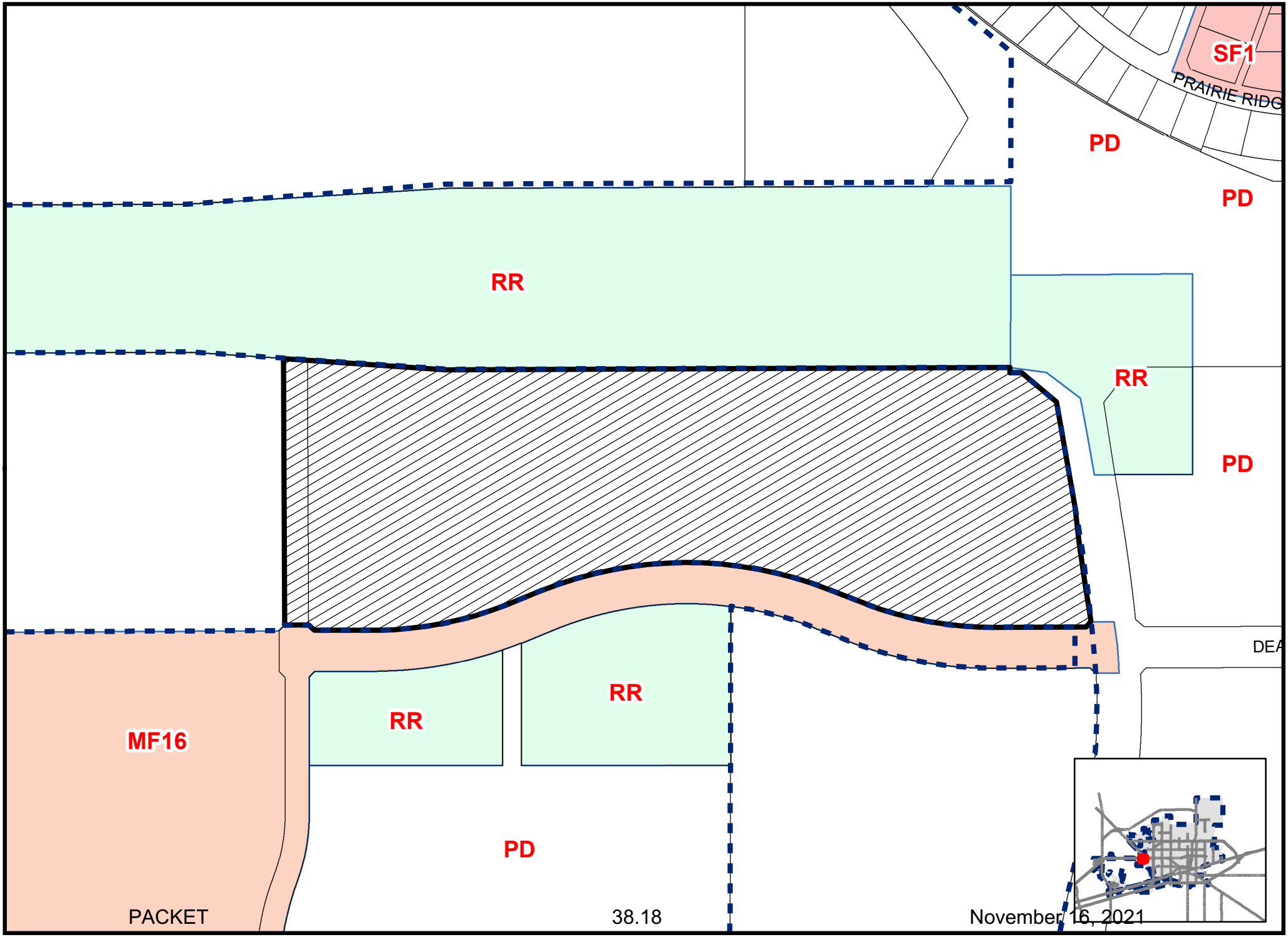
Generally located on the southwest corner of the intersection of State Highway 191 and Avalon Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©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.



Map By KM, 09/15/2021

SUDwo-21-0024

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: 39

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Cole Furqueron,

Subject: **AN ORDINANCE VACATING AND ABANDONING AN APPROXIMATE 0.61-ACRE PORTION OF MOCKINGBIRD LANE / WEST COUNTY ROAD 50 RIGHT-OF-WAY LOCATED IN SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH HALF OF MOCKINGBIRD LANE, APPROXIMATELY 3,300 FEET WEST OF NORTH A STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $18,300.00; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A QUITCLAIM DEED CONVEYING THE AFOREMENTIONED RIGHT-OF-WAY TO THE OWNER OF THE ABUTTING PROPERTY, FROM WHICH THE CITY RESERVES AND EXCEPTS A NON-EXCLUSIVE UTILITY EASEMENT UNTIL EACH EXISTING EASEMENT USER ABANDONS ITS USE OF SAID EASEMENT; AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY OR APPROPRIATE TO EFFECTUATE SAID CONVEYANCE; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Vanderpool Management, is requesting to vacate the 0.61-acre portion of the North 40-feet of an 80-foot right-of-way of Mockingbird Lane/West County Road 50 out of the SW/4 of the SE/4 of the SW/4 of Section 10, Block “X”, H.P. Hilliard Survey, County of Midland, Texas, for future expansion.

Recommended City Council Action:

Approve

Fiscal Impact:

The appraised value of the Mockingbird Lane right-of-way is $30,000.00 per acre or

$18,300.00

Discussion:

The applicant, Vanderpool Management, is requesting to vacate the 0.61-acre portion of the North 40-feet of an 80-foot right-of-way of Mockingbird Lane/West County Road 50 out of the SW/4 of the SE/4 of the SW/4 of Section 10, Block “X”, H.P. Hilliard Survey, County of Midland, Texas, for future expansion.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.

The Midland Central’s Appraisal District’s appraisal of the land is $30,000.00 per acre or $18,300.00.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil and Gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

AT&T: (Approved)

I don’t show that we have anything in that area.

Atmos: (Approved)

Atmos Energy has no objection to the above referenced changes proposed to the Mockingbird

right of way located between Garfield and A Street in north Midland. We currently have no gas lines or facilities located within this section of right of way.

Grande: (Approved)

We do not have any underground communications in this section of mockingbird.

Oncor: (Approved with Conditions)

Per our phone conversation and speaking with our ROW group. Oncor is retaining the easement at this location.

Suddenlink: (Approved)

We do not have any plant at this location we are good with this request.

Midland Central Appraisal District:

The vacation area indicated has a current value of $30,000.00 per acre or $ 18,300.00.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a utility easement is retained.

Therefore, staff recommends approval of the vacation of a 0.61-acre portion of the North 40-feet of an 80-foot right-of-way of Mockingbird Lane/West County Road 50 out of the SW/4 of the SE/4 of the SW/4 of Section 10, Block “X”, H.P. Hilliard Survey, County of Midland, Texas, to be subject to conditions A through D.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $18,300.00.**

B. **That an accessible nonexclusive utility easement is retained.**

C. **Authorization for City Manager to execute a quitclaim deed.**

D. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of November 10, 2020, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING AN APPROXIMATE 0.61-ACRE PORTION OF MOCKINGBIRD LANE / WEST COUNTY ROAD 50 RIGHT-OF-WAY LOCATED IN SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH HALF OF MOCKINGBIRD LANE, APPROXIMATELY 3,300 FEET WEST OF NORTH A STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $18,300.00; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A QUITCLAIM DEED CONVEYING THE AFOREMENTIONED RIGHT-OF-WAY TO THE OWNER OF THE ABUTTING PROPERTY, FROM WHICH THE CITY RESERVES AND EXCEPTS A NON-EXCLUSIVE UTILITY EASEMENT UNTIL EACH EXISTING EASEMENT USER ABANDONS ITS USE OF SAID EASEMENT; AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY OR APPROPRIATE TO EFFECTUATE SAID CONVEYANCE; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that an approximate 0.61-acre portion of Mockingbird Lane / West County Road 50 right-of-way located in Section 10, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $18,300.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate

the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this Ordinance shall not be effective until:

A. the City of Midland has received the sum of $18,300.00 from the owner of the abutting property;

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas; and

C. a quitclaim deed, as described in Section Four hereof, has been executed and delivered to the owner of the abutting property.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, a quitclaim deed conveying the City of Midland's right, title and interest in the Property to the owner of the abutting property and reserving and excepting an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FIVE. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, any documents necessary or appropriate to effectuate the conveyance described in this Ordinance.

SECTION SIX. That upon the City's receipt of the sum set forth in Section Two hereof, 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 purposes of recording in the Official 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

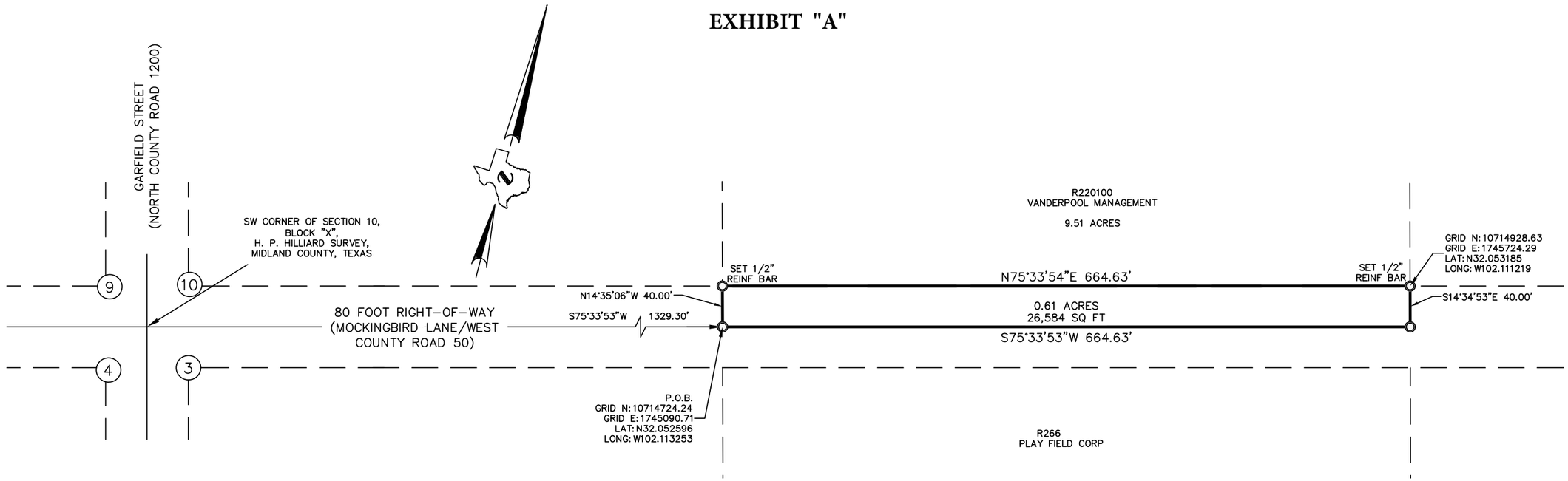
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

FIELD NOTE DESCRIPTION OF THE NORTH 40 FEET OF AN 80 FOOT RIGHT-OF-WAY (MOCKINGBIRD LANE/WEST COUNTY ROAD 50) OUT OF THE SOUTHWEST/4 OF THE SOUTHEAST/4 OF THE SOUTHWEST/4 OF SECTION 10, BLOCK "X", H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.61-ACRE TRACT BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE CENTER OF A RIGHT-OF-WAY LINE OF MOCKINGBIRD LANE (WEST COUNTY ROAD 50) FOR THE SOUTHWEST CORNER OF THIS TRACT, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 10 BEARS SOUTH 75°33'53" WEST 1329.30 FEET;

THENCE NORTH 14°35'06" WEST 40.00 FEET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT ALSO BEING THE SOUTHWEST CORNER OF A 9.51 ACRE TRACT OF LAND;

THENCE NORTH 75°33'53" EAST 664.63 FEET TO A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT ALSO BEING THE SOUTHEAST CORNER OF THE 9.51 ACRE TRACT OF LAND;

THENCE SOUTH 14°34'47" EAST 40.00 FEET TO THE SOUTHEAST CORNER OF THIS TRACT, ALSO BEING THE CENTERLINE OF THE RIGHT-OF-WAY LINE OF SAID MOCKINGBIRD LANE;

THENCE SOUTH 75°33'54" WEST 664.63 FEET ALONG THE CENTER OF A RIGHT-OF-WAY LINE OF SAID MOCKINGBIRD LANE TO THE POINT OF BEGINNING.

GRAPHIC SCALE

0 1' 2'

(IN FEET)

1 inch = 100 ft.

DATED THIS 26th DAY OF OCTOBER, 2021

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

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

EXHIBIT

THE NORTH 40 FEET OF AN 80 FOOT RIGHT-OF-WAY (MOCKINGBIRD LANE/WEST COUNTY ROAD 50) OUT OF THE SOUTHWEST/4 OF THE SOUTHEAST/4 OF THE SOUTHWEST/4 OF SECTION 10, BLOCK "X", H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS.

SCALE: 1" = 100'

PROJECT: 75140
JOB NO.: 78148

MIDLAND
Feel the Energy!

Office of the City Manager

November 4, 2021

Midland City Council
City of Midland, Texas

RE: Request for vacation of an approximate 0.61-acre portion of Mockingbird Lane / West County Road 50 right-of-way located in Section 10, Block X, H.P. Hilliard Survey, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $18,300.00. Upon the City's receipt of this sum from the adjoining property owner, the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Robert Patrick
City Manager

EXHIBIT "B"

300 N. Loraine, Midland TX 79701 * 432-685-7202 * Fax 432-686-1600

MIDLAND Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-21-0038

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Vanderpool Management, L.P.		Phone (979) 885-8236 Email jennihord@hedlocinv.com	
Address P.O. Box 882	City Midland	State Texas	Zip 79702

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ■ Street

Description of Address: The South forty feet (40') of the SW/4 of the SE/4 of the SW/4 of Section 10, Block "X", H.P. Hilliard Survey, Midland being more fully described in the certain Dedication Deed filed in Volume 862, Page 45 of the Deed Records of Midland County, Texas

Reason for Request: Mockingbird Lane has been relocated to the North, therefore there is not longer a need for the dedication. We are requesting that the entire 40' originally dedicated be released to Vanderpool Management, L.P. as the dedication was originally carved entirely out of the tract currently owned by Vanderpool Management, L.P.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: Due to the relocation of Mockingbird Lane the dedication serves no purposes to the public welfare whatsoever. Therefore, vacation of the dedication will in no way adversely affect the public welfare.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature):		Date:
Affected Property Owners:		
Signature:	Print: The Play Field Corporation	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street 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.

FOR OFFICE USE ONLY

☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

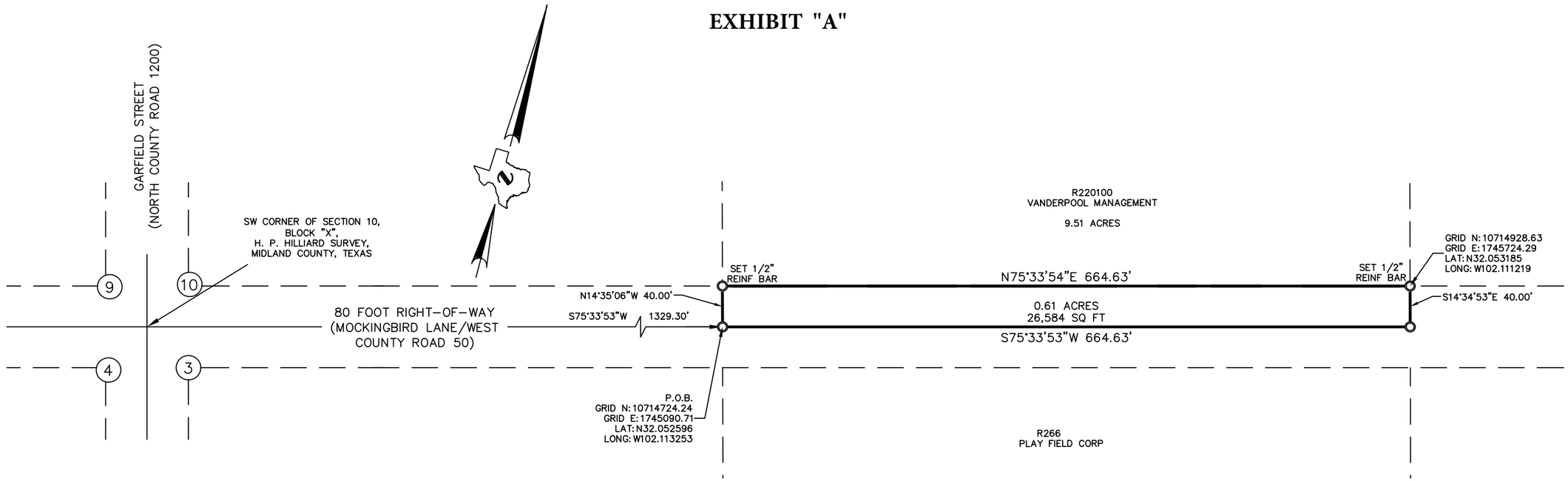
☐ Application Fee

Check #_____

Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

EXHIBIT "A"



NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

FIELD NOTE DESCRIPTION OF THE NORTH 40 FEET OF AN 80 FOOT RIGHT-OF-WAY (MOCKINGBIRD LANE/WEST COUNTY ROAD 50) OUT OF THE SOUTHWEST/4 OF THE SOUTHEAST/4 OF THE SOUTHWEST/4 OF SECTION 10, BLOCK "X", H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.61-ACRE TRACT BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE CENTER OF A RIGHT-OF-WAY LINE OF MOCKINGBIRD LANE (WEST COUNTY ROAD 50) FOR THE SOUTHWEST CORNER OF THIS TRACT, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 10 BEARS SOUTH 75°33'53" WEST 1329.30 FEET;

THENCE NORTH 14°35'06" WEST 40.00 FEET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT ALSO BEING THE SOUTHWEST CORNER OF A 9.51 ACRE TRACT OF LAND;

THENCE NORTH 75°33'53" EAST 664.63 FEET TO A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT ALSO BEING THE SOUTHEAST CORNER OF THE 9.51 ACRE TRACT OF LAND;

THENCE SOUTH 14°34'47" EAST 40.00 FEET TO THE SOUTHEAST CORNER OF THIS TRACT, ALSO BEING THE CENTERLINE OF THE RIGHT-OF-WAY LINE OF SAID MOCKINGBIRD LANE;

THENCE SOUTH 75°33'54" WEST 664.63 FEET ALONG THE CENTER OF A RIGHT-OF-WAY LINE OF SAID MOCKINGBIRD LANE TO THE POINT OF BEGINNING.

GRAPHIC SCALE

0 1' 2'

(IN FEET)

1 inch = 100 ft.

DATED THIS 26th DAY OF OCTOBER, 2021

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

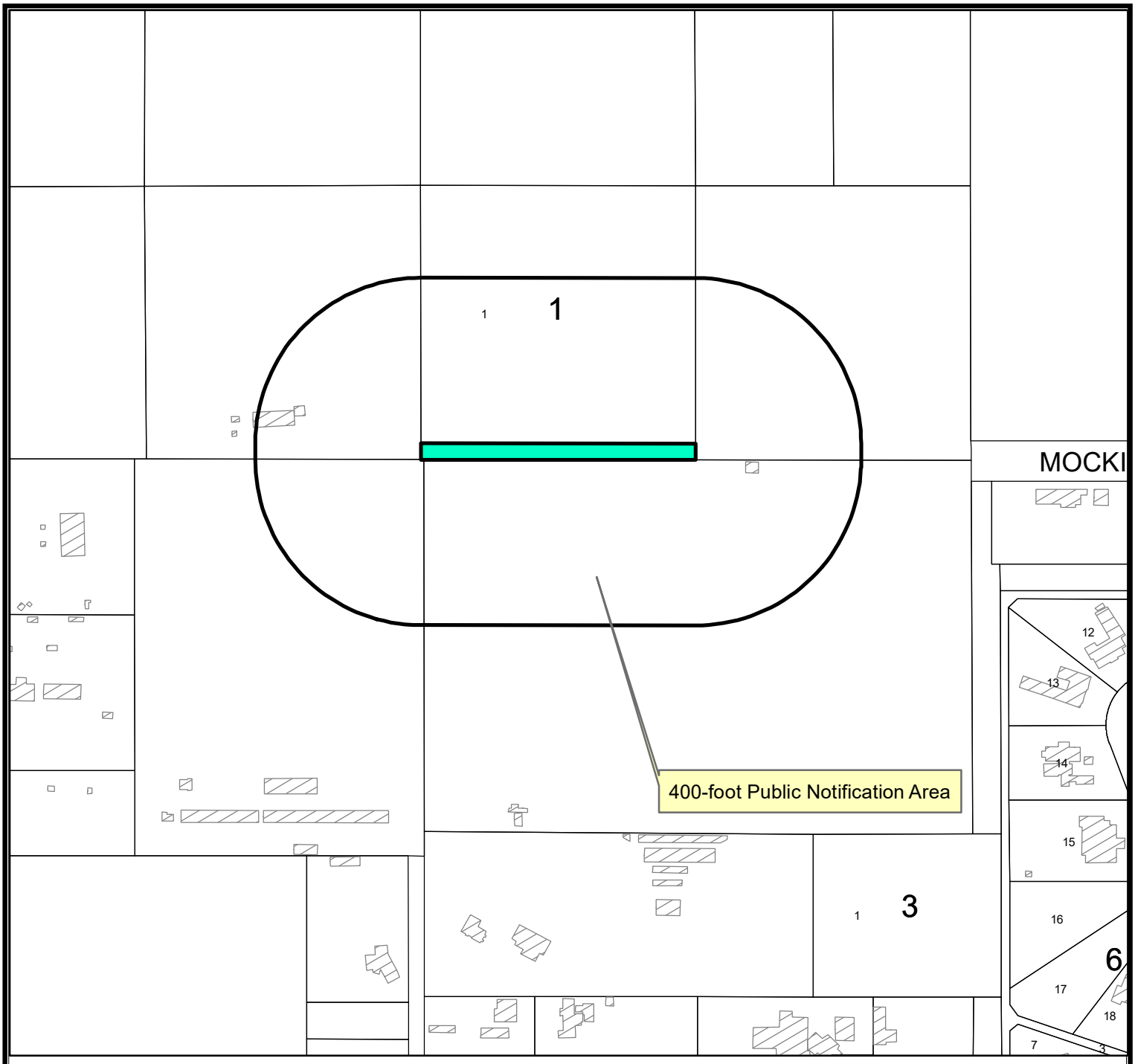
SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500
Office (432) 684-5548

EXHIBIT

THE NORTH 40 FEET OF AN 80 FOOT RIGHT-OF-WAY (MOCKINGBIRD LANE/WEST COUNTY ROAD 50) OUT OF THE SOUTHWEST/4 OF THE SOUTHEAST/4 OF THE SOUTHWEST/4 OF SECTION 10, BLOCK "X", H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS.

SCALE: 1" = 100'

PROJECT: 75140
JOB NO.: 78148



LOCATION MAP

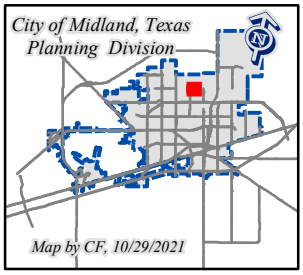
V-21-0038 **Scale: 1" = 345'**

Consider a request for a vacation of a 0.61-acre portion of the North 40 feet of an 80 foot right-of-way of Mockingbird Lane/West Country Road 50 out of the SE/4 of the SW/4 of Section 10, Block "X", H.P. Hillard Survey, County of Midland, Texas.

Generally located on the north side of Mockingbird Lane, approximately 3300-feet west of north "A" Street. (Council District 1)

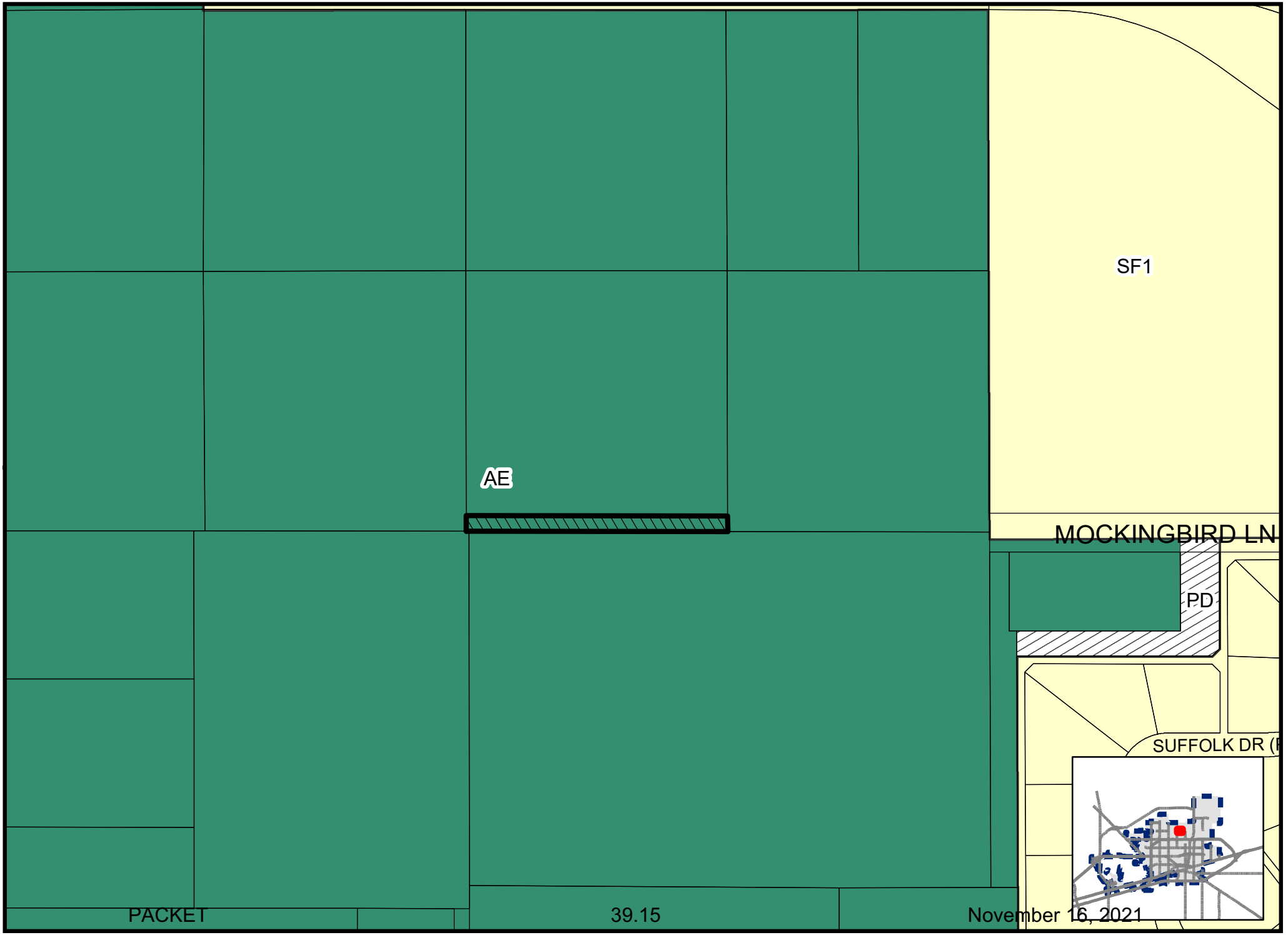
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

November 16, 2021



Map By CF, 11/4/2021

V-21-0038

Scale: 1" = 200'

ZONING MAP

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Cole Furqueron

From: Elizabeth Shaughnessy
Sent: Thursday, November 4, 2021 11:26 AM
To: Bradley Ritter; Cole Furqueron
Subject: RE: External E-mail - Vacation Request from Vanderpool Management, L.P.

Thank you!

From: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Sent: Thursday, November 4, 2021 11:15 AM
To: Cole Furqueron <cfurqueron@midlandtexas.gov>; Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: External E-mail - Vacation Request from Vanderpool Management, L.P.

We do not have any plant at this location we are good with this request

Thank You,



Supervisor Ops.
Abilene, Midland, & San Angelo System's
Altice USA
P: (806)771-6256
C: (806)241-0488
E: Bradley.Ritter@AlticeTechServicesUSA.com
A: 6710 Hartford Ave. Lubbock,Tx. 79413

From: Cole Furqueron <cfurqueron@midlandtexas.gov>
Sent: Thursday, November 4, 2021 8:32 AM
To: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: External E-mail - Vacation Request from Vanderpool Management, L.P.

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Mr. Ritter,

Have you had a chance to verify if you have any underground utilities at 1800 Mockingbird Lane? The staff report goes out today, so I need comments as soon as possible.

From: Cole Furqueron
Sent: Monday, November 1, 2021 2:16 PM
To: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: External E-mail - Vacation Request from Vanderpool Management, L.P.

Bradley,

The Address for the property in question is 1800 Mockingbird Lane. If you need any additional information please let me know.

From: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Sent: Monday, November 1, 2021 8:26 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Cole Furqueron <cfurqueron@midlandtexas.gov>
Subject: RE: External E-mail - Vacation Request from Vanderpool Management, L.P.

An address is needed to make a decision

Thank You,



Supervisor Ops.
Abilene, Midland, & San Angelo System's
Altice USA
P: (806)771-6256
C: (806)241-0488
E: Bradley.Ritter@AlticeTechServicesUSA.com
A: 6710 Hartford Ave. Lubbock,Tx. 79413

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, October 29, 2021 2:16 PM
To: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Cc: Cole Furqueron <cfurqueron@midlandtexas.gov>
Subject: External E-mail - Vacation Request from Vanderpool Management, L.P.

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Dear Mr. Ritter:

Vanderpool Management, L.P. has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to cfurqueron@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Planning Division Manager|Development Services

O. 432-685-7902
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Cole Furqueron

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Monday, November 1, 2021 8:07 AM
To: Elizabeth Shaughnessy
Cc: Cole Furqueron
Subject: RE: Vacation Request from Vanderpool Management, L.P.

Good morning,

I don't show that we have anything in that area.

Thanks,
Jerry

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, October 29, 2021 2:16 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Cc: Cole Furqueron <cfurqueron@midlandtexas.gov>
Subject: Vacation Request from Vanderpool Management, L.P.

Dear Mr. Underwood:

Vanderpool Management, L.P. has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to cfurqueron@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Planning Division Manager|Development Services
O. 432-685-7902
E. eshaughnessy@midlandtexas.gov



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Cole Furqueron

From: Ruben Guerra <ruben.guerra@mygrande.com>
Sent: Wednesday, November 3, 2021 1:27 PM
To: Cole Furqueron
Cc: Vicki Byler; Elizabeth Shaughnessy
Subject: Re: Vacation Request from Vanderpool Management, L.P.



We do not have any underground communications in this section of mockingbird.

Thank You

Ruben Guerra
Construction Coordinator
C-432-653-9369
T-432-272-3088
Grande Communications

On Wed, Nov 3, 2021 at 10:53 AM Ruben Guerra <ruben.guerra@mygrande.com> wrote:

> We have our locator heading that way to check. I will notify you as soon as I can get an answer within the next 2 to 3 hours.
>
> Thank You
>
> **Ruben Guerra**
> Construction Coordinator
> C-432-653-9369
> T-432-272-3088
> **Grande Communications**
>
> On Wed, Nov 3, 2021 at 10:36 AM Cole Furqueron <cfurqueron@midlandtexas.gov> wrote:
>
> > Just to follow up on this Vacation request. Do y'all know if there are any underground utilities that belong to Grande in the Right-of-Way in front of 1800 Mockingbird Lane. We will need comments by Thursday, November 4th.

From: Vicki Byler <vicki.byler@mygrande.com>
Sent: Friday, October 29, 2021 2:22 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; Ruben Guerra <ruben.guerra@mygrande.com>
Cc: Cole Furqueron <cfurqueron@midlandtexas.gov>
Subject: Re: Vacation Request from Vanderpool Management, L.P.

Elizabeth,

Please add Ruben Guerra to all emails for Grande Communications, he has taken over for William Bentley, and takes care of Midland. Ruben's email address is ruben.guerra@mygrande.com.

Thank you,

Vicki Byler

Construction Coordinator

C - 432-257-2551

O - 432-272-3052

Grande Communications

On Fri, Oct 29, 2021 at 2:16 PM Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov> wrote:

> Dear Mrs. Byler:
>
> Vanderpool Management, L.P. has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to cfurqueron@midlandtexas.gov.
>
> Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy

Planning Division Manager|Development Services

O. 432-685-7902

E. eshaughnessy@midlandtexas.gov





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Cole Furqueron

From: Elizabeth Shaughnessy
Sent: Thursday, November 4, 2021 1:08 PM
To: Arguello, Martin
Cc: Blankenship, Chad; Cole Furqueron
Subject: RE: Vacation Request from Vanderpool Management, L.P.

Thanks!

From: Arguello, Martin <Martin.Arguello@oncor.com>
Sent: Thursday, November 4, 2021 12:30 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Blankenship, Chad <Chad.Blankenship@oncor.com>
Subject: FW: Vacation Request from Vanderpool Management, L.P.

Good Afternoon Elizabeth! Per our phone conversation, and speaking with our ROW group. Oncor is retaining the easement at this location.

From: Blankenship, Chad
Sent: Wednesday, November 3, 2021 6:08 PM
To: Arguello, Martin <Martin.Arguello@oncor.com>
Subject: FW: Vacation Request from Vanderpool Management, L.P.

Let's talk about his tomorrow.

Chad Blankenship
PMDS Manager|WTX
Oncor Electric Delivery
325-456-2674

My Director: James Blanton-(817) 905-6455
James.blanton@oncor.com

From: Elizabeth Shaughnessy [mailto:eshaughnessy@midlandtexas.gov]
Sent: Wednesday, November 3, 2021 5:16 PM
To: Haskovec, David <David.Haskovec@oncor.com>; Cole Furqueron <cfurqueron@midlandtexas.gov>; Blankenship, Chad <Chad.Blankenship@oncor.com>
Subject: RE: Vacation Request from Vanderpool Management, L.P.

Thank you, David!

Chad sorry for the short notice but this item is scheduled to go to City Council on November 16. Therefore, I do need an answer from you by tomorrow.

Thank you!

Elizabeth Shaughnessy
Planning Division Manager|Development Services
O. 432-685-7902
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Haskovec, David <David.Haskovec@oncor.com>
Sent: Wednesday, November 3, 2021 5:13 PM
To: Cole Furqueron <cfurqueron@midlandtexas.gov>; Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; Blankenship, Chad <Chad.Blankenship@oncor.com>
Subject: RE: Vacation Request from Vanderpool Management, L.P.

I have not worked in WTX for 3 years, I believed you would have received an automated email reply from Jeffrey Henderson stating he will no longer be working with the company and to contact his manager Chad Blankenship (325-456-2674 or Chad.Blankenship@oncor.com). I apologize for the inconvenience this may have caused – I am including Chad Blankenship on this email and he should be able to assist you.

Thank you,

David Haskovec
Design Specialist
Oncor I PMDS

3620 Franklin Ave
Waco, Tx 76710
(469) 540-0368 Cell
david.haskovec@oncor.com
oncor.com

Melinda Carson
Design Supervisor
Oncor | PMDS

817-992-8465

From: Cole Furqueron [mailto:cfurqueron@midlandtexas.gov]
Sent: Wednesday, November 3, 2021 4:54 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; Haskovec, David <David.Haskovec@oncor.com>; Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Subject: RE: Vacation Request from Vanderpool Management, L.P.

Good Afternoon David,

Did you have a chance to look at the vacation notice for 1800 Mockingbird Lane yet?

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, October 29, 2021 2:16 PM
To: David.Haskovec@oncor.com; Jeffrey Henderson <Jeffrey.Henderson@oncor.com>
Cc: Cole Furqueron <cfurqueron@midlandtexas.gov>
Subject: Vacation Request from Vanderpool Management, L.P.

Dear Mr. Haskovec and Mr. Henderson:

Vanderpool Management, L.P. has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to cfurqueron@midlandtexas.gov.
Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Planning Division Manager|Development Services
O. 432-685-7902
E. eshaughnessy@midlandtexas.gov





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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Elizabeth Shaughnessy
300 N. Loraine
Midland, Texas 79701

November 3, 2021

Re: Case Name: Vanderpool Management L.P.
Case Number: V-21-0038

Mrs. Shaughnessy,

Atmos Energy has no objection to the above referenced changes proposed to the Mockingbird right of way located between Garfield and A Street in north Midland. We currently have no gas lines or facilities located within this section of right of way.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com









City Council Meeting

Item Number: 40

Meeting Date: November 16, 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 57.55-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, AND SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, AND SHOPPING CENTER (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 530 FEET EAST OF SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Gary Bellomy, is requesting a zone change from PD, Planned Development District for a Housing Development, Office Center, and Shopping Center (Ordinance No. 10206) to an amended PD, Planned Development District for a Housing Development, Office Center, and Shopping Center.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require and City funds.

Discussion:

Current Zoning:

PD, Planned Development District for a Housing Development, Office Center, and Shopping Center. (Ordinance No. 10206)

Surrounding Zoning and Land Use:

The property to the north is zoned MF-16, Multiple Family Dwelling District and the location of an apartment complex. The property to the east is zoned LI, Light Industrial, in part; and BP, I-20 Business park in part, and the location of an industrial business. The properties to the south are zoned BP, I-20 Business Park and RR, Regional Retail District and the location of a pump jack and vacant land. The property to the west is zoned MF-22, Multiple-Family Dwelling District and the location of an apartment complex that is under construction.

Analysis:

The applicant, Gary Bellomy, is requesting a zone change to amend the current PD, Planned Development District for a Housing Development, Office Center, and Shopping Center. (Ordinance No. 10206) to adopt an update guiding Regulating Plan for this unique development. If approved, the development will need to conform to the adopted Site Plan and Regulating Plan (extracted from exhibit D), and the Regulating Plan and Development Standards 07/27/2021 ® (Exhibit D).

The site will consist of a mix of uses including office, retail, hotel, single-family residential, townhomes, multi-family residential, and a school. This development would integrate with the neighboring apartment complex to the west and is in the process of being constructed to reflect this integration.

This proposed zone change has been circulated to and reviewed by 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:

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 calls for Employment Reserve Uses. This designation calls for multiple-family housing when integrated with holistic development. As the proposed district integrates a myriad of uses, it is in conformance with the guiding principles of this designation.

This development also aligns with several other aspects of the Tall City Tomorrow Plan. Principle 5 of Chapter 3, requests planning for community amenities such as parks and open spaces space to support “community activity, personal interaction a sense of place, and ultimately a sense of ownership in the community.” Additionally, Principle 8 of the same chapter requests that land use policies and regulations support the creation of more balanced neighborhoods, which include “a variety of housing options, access to open space, and contain activity centers such as parks ”Chapter 9 of the Tall City Tomorrow Plan also seeks to keep us aware of the need for parks and recreational development as Midland continues to expand. Goal 1 of Chapter 9 seeks to provide park facilities accessible to the growing population, nothing that “Midland’s historic trend has been to focus on the need for housing and commercial needs during growth periods without the consideration of additional open space needs. This development fits all of these goals and principles by creating a community with integrated uses, pedestrian friendly streets, and plenty of park and open space areas for residents to recreate in.

Therefore, staff recommends approval of this Zone Change on the above-described property from PD, Planned Development District for a Housing Development, Office Center, and

Shopping Center, to amended PD, Planned Development District for a Housing Development, Office Center, and Shopping Center, subject to condition A through C.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the TH, Townhouse District except as stated below.**

B. **That the development of this property shall significantly conform to the Site Plan of Section 3.1 the *Regulating Plan* (Exhibit B) and Section 4.0 *Summary of Frontage Types* (Exhibit C) of the Regulating Plan and Development Standards 07/27/2021 ®" (Exhibit D).**

C. **That the use and development of this property shall conform to the PD-Planned Development District as set forth in the submitted "Regulating Plan and Development Standards 07/27/2021 ®" (Exhibit D).**

Letters of Objection:

Staff has not received any letters of objection as of November 10, 2021.

Attachments:

Report
Metes and Bounds (Exhibit A)
Section 3.1 Regulating Plan (Exhibit B)
Section 4.0 Summary of Frontage Types (Exhibit C)
Regulating Plan and Development Standards 07/27/2021 ® (Exhibit D)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 57.55-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, AND SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, AND SHOPPING CENTER (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 530 FEET EAST OF SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 57.55-acre tract of land out of Section 1, Block 39, T-2-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 an amended PD, Planned Development District for a Housing Development, Office Center, and Shopping 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 PD, Planned Development District for a Housing Development, Office Center, and Shopping Center to an amended PD, Planned Development District for a Housing Development, Office Center, and Shopping 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 TH, Townhouse (Attached) Dwelling District.

SECTION THREE. That a site plan, attached hereto as Exhibits "B" and "C" and incorporated herein for all purposes, is hereby adopted, said site plan also being contained in Exhibit "D", which is attached hereto and incorporated herein for all purposes, and the use and development of the Property shall be subject to the following conditions and restrictions:

That the use and development of the Property shall significantly conform to the site plan and Exhibit "D".

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"

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

METES & BOUNDS DESCRIPTION
OF A 57.55-ACRE TRACT
LOCATED IN SECTION 1, BLOCK 39, T-2-S
T&P RR CO. SURVEY
MIDLAND COUNTY, TEXAS

BEING A 57.55-ACRE REMAINDER OF THAT CERTAIN 101.49-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2010-4195 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, IN SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,688,784.49' & X= 1,762,775.17') A 3/8" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHEAST CORNER OF LOT 1 BLOCK 1 TAHOE LAKES ADDITION, AS RECORDED IN CABINET I, PAGE 190 OF THE MIDLAND COUNTY PLAT RECORDS AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF LATTA STREET AS DESCRIBED IN DOCUMENT NO. 2008-22815 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS HAVING A RADIAL BEARING OF NORTH 37°19'47" WEST;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 330.00 FEET, A DELTA ANGLE OF 33°32'10", AN ARC LENGTH OF 193.15 FEET, A CHORD LENGTH OF 190.41 FEET BEARING NORTH 35°54'06" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF TANGENCY;

THENCE NORTH 19°08'00" EAST WITH THE SOUTH RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 195.48 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 330.00 FEET, A DELTA ANGLE OF 23°09'45", AN ARC LENGTH OF 133.41 FEET, A CHORD LENGTH OF 132.50 FEET BEARING NORTH 07°33'08" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET FOR THE POINT OF TANGENCY;

THENCE NORTH 04°01'57" WEST WITH THE EASTERN RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 24.19 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 295.00 FEET, A DELTA ANGLE OF 23°10'30", AN ARC LENGTH OF 119.32 FEET, A CHORD LENGTH OF 118.51 FEET BEARING NORTH

07°33'31" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET FOR THE POINT OF TANGENCY;

THENCE NORTH 19°04'24" EAST WITH THE EAST RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 36.38 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE WEST CORNER OF THAT CERTAIN 7.53-ACRE TRACT CURRENTLY IN THE NAME OF MIDLAND COUNTY ON THE EAST RIGHT-OF-WAY LINE OF SAID LATTA STREET, WHENCE A 3/8" IRON ROD (CONTROL MONUMENT) FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SAID LATTA STREET AND THE SOUTHERN RIGHT-OF-WAY OF E. TAYLOR AVENUE BEARS NORTH 19°03'10" EAST, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 71°05'09" EAST WITH THE SOUTHERN LINE OF SAID 7.53-ACRE TRACT, A DISTANCE OF 467.02 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT AN ELL CORNER OF THIS SURVEY AND THE NORTHERNMOST CORNER OF THAT CERTAIN 5.57-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2014-17375 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY TEXAS;

THENCE SOUTH 23°20'09" WEST WITH A WEST LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 48.93 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF DEFLECTION OF THIS SURVEY:

THENCE SOUTH 71°08'48" EAST WITH A SOUTH LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 152.80 FEET TO A FOUND 3/8" IRON ROD (CONTROL MONUMENT);

THENCE SOUTH 23°29'35" WEST WITH A WEST LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 300.87 FEET TO A 3/8" IRON ROD FOUND AT THE SOUTHERNMOST WEST CORNER OF SAID 5.57-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 71°49'04" EAST WITH THE SOUTHERN LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 570.74 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE NORTH CORNER OF THAT CERTAIN 4.92-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2010-12057 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY TEXAS AND A POINT OF DEFLECTION OF THIS SURVEY;

THENCE SOUTH 23°35'54" WEST WITH THE WESTERN LINE OF SAID 4.92-ACRE TRACT, A DISTANCE OF 363.93 FEET TO A ½" IRON ROD (CONTROL MONUMENT) FOUND AT THE WEST CORNER OF SAID 4.92-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 72°30'41" EAST, WITH THE SOUTH LINE OF SAID 4.92-ACRE TRACT, A DISTANCE OF 627.03 FEET TO A ½" IRON ROD FOUND AT THE SOUTH CORNER OF SAID 4.92-ACRE TRACT, THE NORTH CORNER OF THAT CERTAIN 2.15-ACRE TRACT AS DESCRIBED IN VOLUME 1817, PAGE 300 OF THE DEED RECORDS OF MIDLAND COUNTY TEXAS AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 19°04'38" WEST WITH THE WESTERN LINE OF SAID 2.15-ACRE TRACT, A DISTANCE OF 269.33 FEET TO A ½" IRON ROD FOUND AT THE WEST CORNER OF SAID 2.15-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 73°48'45" EAST WITH THE SOUTHERN LINE OF SAID 2.15-ACRE TRACT, A DISTANCE OF 157.05 FEET TO A ½" IRON ROD FOUND AT THE

NORTHWEST CORNER OF THAT CERTAIN 1.01-ACRE TRACT AS DESCRIBED IN SAID VOLUME 1817 PAGE 300 OF SAID MIDLAND COUNTY DEED RECORDS FOR AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 08°35'01" EAST WITH THE WESTERN LINE OF SAID 1.01-ACRE TRACT, A DISTANCE OF 293.86 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE SOUTHWEST CORNER OF SAID 1.01-ACRE TRACT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20 FOR THE EASTERNMOST SOUTHEAST CORNER OF THIS SURVEY;

THENCE SOUTH 70°34'45" WEST WITH THE NORTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 899.28 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) CONCRETE MONUMENT WITH A BRASS DISK (CONTROL MONUMENT) FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A SOUTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 11,309.20 FEET, A DELTA ANGLE OF 04°59'56", AN ARC LENGTH OF 986.68 FEET, A CHORD LENGTH OF 986.37 FEET BEARING SOUTH 73°03'27" WEST TO A TXDOT CONCRETE MONUMENT WITH BRASS DISK AT THE POINT OF TANGENCY;

THENCE SOUTH 75°34'27" WEST WITH THE NORTH RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 192.73 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE SOUTHEAST CORNER OF THAT CERTAIN 3.30-ACRE TRACT AS DESCRIBED IN VOLUME 1198 PAGE 204 OF SAID MIDLAND COUNTY DEED RECORDS FOR THE WESTERNMOST SOUTHWEST CORNER OF THIS SURVEY;

THENCE NORTH 14°32'03" WEST WITH THE EAST LINE OF SAID 3.30-ACRE TRACT, A DISTANCE OF 242.05 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 18.61 FEET, A DELTA ANGLE OF 89°59'12", AN ARC LENGTH OF 29.23 FEET, A CHORD LENGTH OF 26.32 FEET BEARING NORTH 59°31'38" WEST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE POINT OF TANGENCY;

THENCE NORTH 75°41'32" EAST, A DISTANCE OF 349.07 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE POINT OF DEFLECTION OF THIS TRACT;

THENCE NORTH 14°33'23" WEST, A DISTANCE OF 173.46 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE POINT OF DEFLECTION OF THIS TRACT;

THENCE SOUTH 75°37'36" WEST, A DISTANCE OF 45.07 FEET A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 83°54'09" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 530.00 FEET, A DELTA ANGLE OF 27°47'11", AN ARC

LENGTH OF 257.03 FEET, A CHORD LENGTH OF 254.52 FEET BEARING NORTH 07°47'45" EAST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE END OF THIS CURVE;

THENCE NORTH 21°41'20" EAST, A DISTANCE OF 522.76 FEET TO 3/8" IRON ROD SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 556.30 FEET, A DELTA ANGLE OF 44°23'54", AN ARC LENGTH OF 431.07 FEET, A CHORD LENGTH OF 420.37 FEET BEARING NORTH 00°30'36" WEST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF TANGENCY;

THENCE NORTH 22°42'31" WEST, DISTANCE OF 86.39 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT AN ELL CORNER OF THIS TRACT;

THENCE SOUTH 32°04'31" WEST, DISTANCE OF 61.92 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT AN ELL CORNER OF THIS TRACT;

THENCE NORTH 42°34'20" WEST, DISTANCE OF 168.30 FEET TO THE POINT OF THE BEGINNING CONTAINING 57.55 SURFACE ACRES.

BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "LAM 20" (Y=10,686,841.66' AND X=1,761,908.42'', ELEVATION = 2775.01 NAVD 29) WITH A THETA ANGLE OF -00°53'17" WITH A COMBINED GRID FACTOR OF 0.999893673 AS PUBLISHED IN US SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LCA

JOHN F. LANDGRAF, RPLS 2410
27 May 2021

STATE OF TEXAS
REGISTERED
JOHN F. LANDGRAF
2410
PROFESSIONAL
LAND SURVEYOR

LCA PROJECT NO. 2021-001

EXHIBIT "B"

Section 3.1
The Regulating Plan

LEGEND

FRONTAGE TYPES

F1	(Section 4.1) Type F1:	Main Street Commercial
F2	(Section 4.2) Type F2:	Live/Work
F3	(Section 4.3) Type F3:	Townhouse
F4	(Section 4.4) Type F4:	Side Yard House
F5	(Section 4.5) Type F5:	Education / Civic

STREET TYPES

MS-78	Main Street 78' R.O.W.
BVD-VAR	Boulevard Variable R.O.W.
CS-65	Commercial Street 65' R.O.W.
CS-60	Commercial Street 60' R.O.W.
US-50	Urban Street 50' R.O.W.
US-45	Urban Street 45' R.O.W.
US-40	Urban Street 40' R.O.W.
CL-20	Commercial Alley 20' Access Easement
AL-20	Residential Alley 20' Access Easement

PUBLIC OPEN SPACE

PL	Plaza
SQ	Square
GR	Green
GB	Greenbelt
P	Park



NORTH

0 300' 600' 900'

PACKET
40.13
November 16, 2021

EXHIBIT "C"

Section 4.0

Summary of Frontage Types

Complete detailed requirements of Frontage Types can be found in Sections 4.1 through 4.5

FRONTAGES	F1 (See Section F1) Main Street Commercial	F2 (See Section F2) Live/Work	F3 (See Section F3) Townhouse	F4 (See Section F4) Sideyard House	F5 (See Section F5) Education
PERMITTED USES	Retail Sales and Service (20,000 SF max per tenant) Office/Research and Development Lodging/Hotel Multi-Family Residential Single Family Attached Residential Day Care	Limited Retail (≤3,000 SF) Limited Office (≤3,000 SF) Lodging/Hotel (≤10 rooms) Multi-Family Residential (≤10 dwelling units Single Family Attached Residential	Single Family Attached Residential	Single Family Detached Residential Ancillary unit	Public or private School
CONDITIONAL USES	Manufacturing (10,000 SF max. per tenant) Congregate Care (100 room max)	None	Home Occupation	Home Occupation	None
PROHIBITED USES	Vehicle Sales Auto Service & Repair Auto Parts Sales Gas Stations Auto Body Painting and Repair Drive-Through Commercial Storage &Warehouse Single Family Detached Residential Sexually-Oriented Businesses	Same as F1 - Main Street	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing
LOT WIDTH	30' min. 240' max (30' increments)	20' min. 40' max	20' min. 40' max	35' min. 60' max	90' min. no max.
LOT DEPTH	No Minimum Maximum limited by block size	No Minimum Maximum limited by block size	80' min. 125' max.	80' min. 150' max.	50' min. no max.
BUILDING HEIGHT	2 stories or 25' minimum 5 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 2.5 stories maximum	2 stories minimum 5 stories maximum
SIDE SETBACK	None	None	None	2.5' on one side & 10' on the opposite side	5'
BUILD-TO LINE	0' to 10' from property line (on designated primary frontage)	0' to 10' from property line (on designated primary frontage)	10' from property line (on designated primary frontage)	20' from property line (on designated primary frontage)	90' from property line (on designated primary frontage)
REAR SETBACK	None	None	5' from Alley	5' from Alley	N/A
PARKING RATIOS					
Retail	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Office	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Lodging/Hotel	1 space per Room	1 space per Room	N/A	N/A	N/A
Residential	1.5 spaces per Unit	1.5 spaces per Unit	2 spaces per Primary Unit plus 1 space per ancillary unit	2 spaces per Primary Unit plus 1 space per ancillary unit	N/A
Congregate Care	1.0 spaces per every 2 beds	NA	NA	NA	N/A
Manufacturing	1.0 spaces per 600 GSF	N/A	N/A	N/A	N/A
Education	1.0 spaces per 575 GSF	N/A	N/A	N/A	1.0 spaces per 575 GSF

Table 4.01

PACKET
40.14
November 16, 2021

EXHIBIT "D"

OASIS

A NEW VISION FOR DEVELOPMENT IN MIDLAND



REGULATING PLAN AND DEVELOPMENT STANDARDS

07/27/2021 (R)

Oasis
Regulating Plan and Development Standards
Midland, Texas

CITY COUNCIL

Patrick Payton • Mayor
Scott Dufford • Council Member
Spencer Robnett• Council Member
John Norman • Council Member
Jack Ladd• Council Member
Lori Blong• Council Member
Michael Trost• Council Member

PLANNING AND ZONING COMMISSION

Cristina Odenborg Burns • Planning Manager
Chuck Harrington • Development Services
Reggie Lawrence • Commission Chair
Lucy Sisniega • Commission Vice Chair
Zachary Deck. • Commission Member
Chase Gardaphe • Commission Member
Stacy Jo Grosse • Commission Member
Diane Williams • Commission Member
Karen Bryant • Commission Member
Emily Holeva • Alternates
Adrian Carrasco • Alternates

OASIS PLANNING TEAM
Land Design Studio • Urban Planning & Design
LCA • Civil Engineers

PLANNED DEVELOPMENT CREATION

An action creating the PLANNED DEVELOPMENT district number _____ for Oasis.

This Regulating Plan is approved by the Planning and Zoning Commission on _____ ___ , 2021 and takes effect on _____ ___ , 2021

Passed and Approved:

_____, 2021 _____ _____, Chairman

Attest:_____ _____, Recording Secretary

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The Oasis Plan

Oasis was conceived as a new mixed-use, mixed-income neighborhood for the City of Midland, offering local retail, daily services, and residential development all in close proximity to one another. The goal is to offer a quality development in a previously undeveloped area near the core of the city.

While this form of development is traditional from a historic standpoint, it no longer represents conventional suburban development patterns. Traditional Neighborhood Development principles form the backbone for the design decisions that have been made in creating the Oasis plan. Many of these principles are rooted in time-tested methodologies and practices, but vary from current development models in most cities around the country. Consequently, the Oasis team has crafted a Regulating Plan and Development Standards in order to assist the City of Midland in administration of the development and allow the Master Developer to utilize a new form of development regulation in the build-out of Oasis.

The Regulating Plan and Development Standards streamlines the entitlement and site planning process while outlining the desired form of development in greater detail than single purpose zoning regulations.

PRINCIPLES OF TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)

These are the principles that have been integrated into the Oasis plan. Each principle is followed by the reason or condition that has caused us to pursue this form of development.

1. Cluster retail and basic services together along a single street, without expansive parking lots between them.

This allows people to 'park once' and walk from store to store, reducing vehicle-miles traveled and the congestion often associated with new suburban retail locations.

2. Locate the parking behind the building, shading the parking and providing broad sidewalks in front of the stores, shaded by street trees.

Shaded parking and pedestrian-oriented sidewalks greatly enhances the experience of coming and going from that retail space. Trees have consistently been shown to increase land values, even if only used to shade or screen parking.

3. Integrate residential in close proximity to retail to create a more walkable, sustainable, and usable neighborhood.

If people can walk or bike to work or shopping locations, a second household vehicle may become optional. This flexibility is also enhanced by alternative transportation options. In communities around Texas and around the country, neighborhoods offering this degree of flexibility are consistently becoming more desirable than neighborhoods that isolate residential from commercial uses.

4. Buildings are required to be built adjacent to the edge of the sidewalk, clearly defining a public street space known as 'the public realm'. Parking is predominantly located in the back of buildings, improving the visual connection of buildings to the street. Parking is connected to the front sidewalk by pedestrian passages between buildings.

Placing commercial space directly on the sidewalk improves the experience of walking along the sidewalk and improves the retailing performance by a continous pedestrian activity zone.

5. Provide moderately dense housing alternatives for people less interested in, or not needing a large house and yard.

Conventional suburban housing is often designed for families with two parents and kids, assuming they are looking for a large house and yard. This demographic now represents a much smaller part of the market than it used to, and increasingly, buyers are looking for smaller homes with less maintenance. The townhouse and cottage neighborhoods included in Oasis are designed to offer a variety of homes catering to a variety of ages and income levels.



Above is an artist's rendering of the desired look and feel of a commercial/mixed use street in Oasis - retail shop fronts are pulled up to the shaded sidewalk, parking is provided along the street and behind the buildings. Sidewalks are generous and street widths are narrower than usual. All streets are designed to accommodate pedestrians and cyclists as well as low speed auto traffic.



Oasis' Main Street encourages development of retail frontages and public spaces. This artist's rendering illustrates the possibility of a public open space anchoring one side of the street. Evening entertainment and dining within Oasis would add to the quality of the neighborhood by offering walkable destinations other than just for shopping.



The plan includes a location for a K-12 public charter school. Additionally, Oasis has several acres of public open space of various sizes located throughout the community.

The intent of the Development Standards is to create a clear and predictable system of mandatory design standards that become enabling tools to create a more varied and inherently richer form of community. This form of community embraces a diversity of uses, people, and buildings. The standards are prescriptive, that is, they delineate the desired result and enable its success. The standards are graphic by nature as drawings can more clearly communicate what is prescribed under, or enabled by the standards. The standards are organized into four principle sections, The Regulating Plan, The Frontage Types, The Street Types and Other Standards. Used in concert, these four components form a "Graphical User Interface" utilized by the public and private sectors to expedite the permitting and development process.

DEVELOPMENT PROCEDURE

Component developments in the various Frontage Type Districts will have the incentive of speed to delivery in that the first two steps in the development process, Zoning and Preliminary Plat, are approved by the adoption of this Regulating Plan. Final plats will follow the same procedure as other projects, but will be aided by being components of the Regulating Plan. Building permits and approval of construction plans for infrastructure will follow the review and approval procedures currently in place.

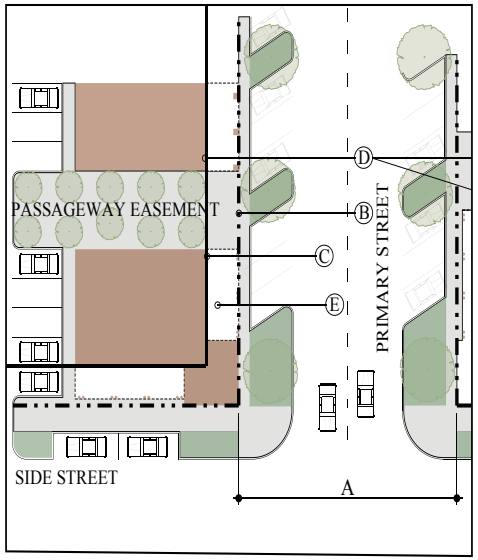
THE REGULATING PLAN

The Regulating Plan lays out the street grid and precisely marks the various urban design regulations within the Standards which are used to produce the community design or town plan. The Regulating Plan designates where and how the Frontage Types are appropriately combined with the various Street Types. The Regulating Plan also designates sites to be set-aside for public open spaces and special sites reserved for civic buildings (such as town halls, schools, and churches).



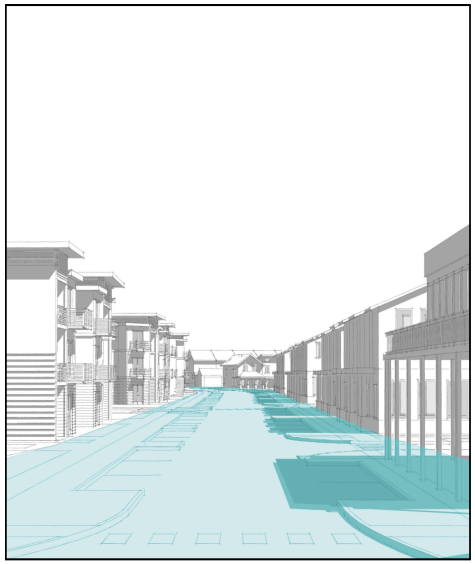
THE FRONTAGE TYPES

The Frontage types take the place of typical zoning categories. Each Frontage type defines the required placement of buildings (build-to-line), the minimum and maximum height, parking standards, architectural standards, and allowable uses for the property. By using a Frontage type instead of traditional zoning, the standards require that buildings meet the sidewalk in a particular way, ensuring the quality of the pedestrian experience.



THE STREET TYPES

The Street Types set out, according to the Regulating Plan, the physical parameters of each street including right-of-way and pavement width, design speed, parking, placement of street trees, etc. The Street Type combined with the Frontage Type establishes the all-important public realm. The public realm is the space defined by opposing building fronts which contains the sidewalks, streets, and open spaces.



OTHER STANDARDS

Other Standards including Open Space, Landscape, Drainage and Signage augment the Frontage and Street Types by filling in important details. These details serve to define the quality of the community beyond what type of building should be built. They set out and ensure what the quality of the public realm will be.



THE ILLUSTRATIVE PLAN

This plan for Oasis represents one potential build-out option and is not intended to replace individual site plans. Streets, block patterns, and land uses shown on this plan are defined and enabled by the Regulating Plan on the following pages.



For the purposes of these Development Standards, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in this section:

Accessory Dwelling Units
A secondary living space which shares ownership and utility connections, and which is on-site with a primary living space and that may be contained within the same structure as is the primary living space, or may be contained in a separate structure.

Appurtenances: Spires, belfries, cupolas, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

Arcade: a Private Frontage conventional for Retail use wherein the Facade is a colonnade supporting habitable space that overhangs the Sidewalk, while the Facade at Sidewalk level remains at the Build to Line.

Avenue (AV): a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

Bed and Breakfast: An owner-occupied Lodging type offering 1 to 5 bedrooms, permitted to serve breakfast in the mornings to guests.

Bicycle Lane (BL): a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping or other markings.

Block: the aggregate of private Lots, Passages, Rear Alleys and Rear Lanes, circumscribed by Thoroughfares.

Boulevard (BV): a Thoroughfare designed for high vehicular capacity and moderate speed, traversing an Urbanized area. Boulevards are often equipped with Slip Roads buffering Sidewalks and buildings.

Civic: the term defining not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and/or municipal parking.

Build to Line (BTL): The line within a property defining the maximum horizontal distance between a building and the adjacent street right of way line.

City: refers to the City of Midland, Texas

Civic Building: a building operated by not-for-profit organizations dedicated to arts, culture, education, economic development, recreation, religion, government, transit, and municipal parking, or for use approved by Oasis.

Civic Uses: The use of a parcel of land for one or more of the following purposes: park and recreation services, cultural services, religious assembly use, safety and medical services, or transit stops.

Commercial: the term collectively defining workplace, Office, Retail, Service, Sales, Display and Lodging Functions.

Diameter at breast height (DBH): Standard method, in forestry terminology, of expressing the diameter of the trunk of a tree at approximately four feet above grade.

Design Speed: is the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. There are four ranges of speed: Very Low: (below 20 MPH); Low (20-25 MPH); Moderate: (25-35 MPH); High: (above 35 MPH). Lane width is determined by desired Design Speed. Design Speed is related to but separate from the posted Speed Limit.

Developer (Master Developer): Oasis Development Corporation, a Texas Limited Liability Company, or assigns; serves as the owner and development entity for the Oasis project.

Director: The Director of Planning for the City of Midland.

District: An area of land developed with similar, distinguishing characteristics or uses as defined by Frontage Type.

Driveway: a vehicular lane within a Lot, often leading to a garage.

Effective Turning Radius: the measurement of the inside Turning Radius taking parked cars into account.

Elevation: an exterior wall of a building not along a Frontage Line. See: Facade.

Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

Facade: the exterior wall of a building that is set along a Frontage Line. See Elevation.

Forecourt: a frontage wherein a portion of the facade is at the build-to line while a significant portion is setback allowing suitable space for a garden, terrace or entry courtyard.

Frontage: The area between a building Facade and the vehicular lanes, inclusive of its built and planted components. Frontage is divided into Private Frontage and Public Frontage.

Frontage Line: a Lot line bordering a Public Frontage,ie the R.O.W. line. Facades facing Frontage Lines define the public realm and are therefore more regulated than the Elevations facing other Lot Lines.

Green: a Civic Space type for unstructured recreation, spatially defined by landscaping rather than building Frontages and having at least one boundary fronting on a public right-of-way.

Half-Story: the portion of a buildings habitable, conditioned space such as an attic or basement with windows.

Home Occupation: non-Retail Commercial enterprises. The work quarters should be invisible from the Frontage, located either within the house or in an Outbuilding.

Live-Work (or Work-Live): a Mixed Use unit consisting of a Commercial and Residential Functions. The Commercial and/or Residential Function may be anywhere in the unit. It may to be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry or it may be leased.

Lodging: Premises available for daily and weekly renting of bedrooms.

Lot Line: the boundary that legally and geometrically demarcates a Lot.

Lot Width: the length along the Principal Frontage Line of a Lot.

Oasis: Oasis Development Corporation, a Texas Limited Liability Company, or assigns; serves as the owner and development entity for the Oasis project.

Off-Street Parking: Vehicular parking outside the street right-of-way that have adequate drives, aisles, and turning and maneuvering areas for access and usability.

Office: uses associated with buildings occupied for the transaction of business, excluding retail and manufacturing.

On-Street Parking: Vehicular parking contained on the street pavement (public and private streets) located outside the primary travel way, which spaces shall be designated and located parallel or at an angle to the street centerline.

Open Space: A parcel or parcels of land or an area of water, or a combination of land and water, which may include floodplain and wetland areas, within a development area and intended for the use and enjoyment of residents of the development area and, where designated, the community at large, which may be landscaped and improved.

Park: a Public Space type that is available for rest and recreation, may be privately developed and maintained but publicly accessible and having at least one boundary fronting on a public right-of-way.

Planned Development (PD): a development in which the applicable code restrictions, other density requirements, may be modified and/or applied to the development as a whole rather than to each individual lot.

Plaza: a Civic Space type designed for Civic purposes and Commercial activities in the more urban Transect Zones, generally paved and spatially defined by building Frontages and having at least one boundary fronting on a public right-of-way.

Primary Street: . The primary street will be determined based on the following criteria:
1. The street with the highest street classification;
2. The street abutting the longest face of the block;
3. The street generally parallel to an alley within the block.

Principal Building: the main building on a Lot, usually located toward the Frontage.

Regulating Plan: a Zoning Map or set of maps that shows the Use Zones, Civic Zones, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by the Development Standards.

Retail: uses for commercial enterprises established for the sale of goods and services.

Residential: uses associated with buildings occupied for the purpose of long term human habitation, excluding short term lodging.

Shared Parking Factor: an accounting for parking spaces that are available to more than one Function.

Shopfront: a Private Frontage conventional for Retail use, with substantial glazing and an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade.

Side Yard Lot: A Lot created for the purpose of a dwelling to be constructed along or near an interior side Lot line with a yard created on the opposite side of the Lot.

Sideyard Building: a building that occupies one side of the Lot with a Setback for a yard on the other side. This type can be a Single or Duplex depending on whether it abuts the neighboring house.

Square: a Civic Space type designed for unstructured recreation and Civic purposes, spatially defined by building Frontages and consisting of Paths, lawns and trees, formally disposed and having at least one boundary fronting on a public right-of-way.

Story: a habitable level within a building, excluding an Attic or raised basement and not exceeding 15 feet in height.

Town Architect/Design Review Board: A licensed Architect or designated committee, contracted by Oasis, with the responsibility of reviewing development concepts, finished construction drawings or completed construction for aesthetic compliance with the overall concept of the Oasis project.

PACKET 40 24 November 16, 2021

Section 3.1

The Regulating Plan

LEGEND

FRONTAGE TYPES

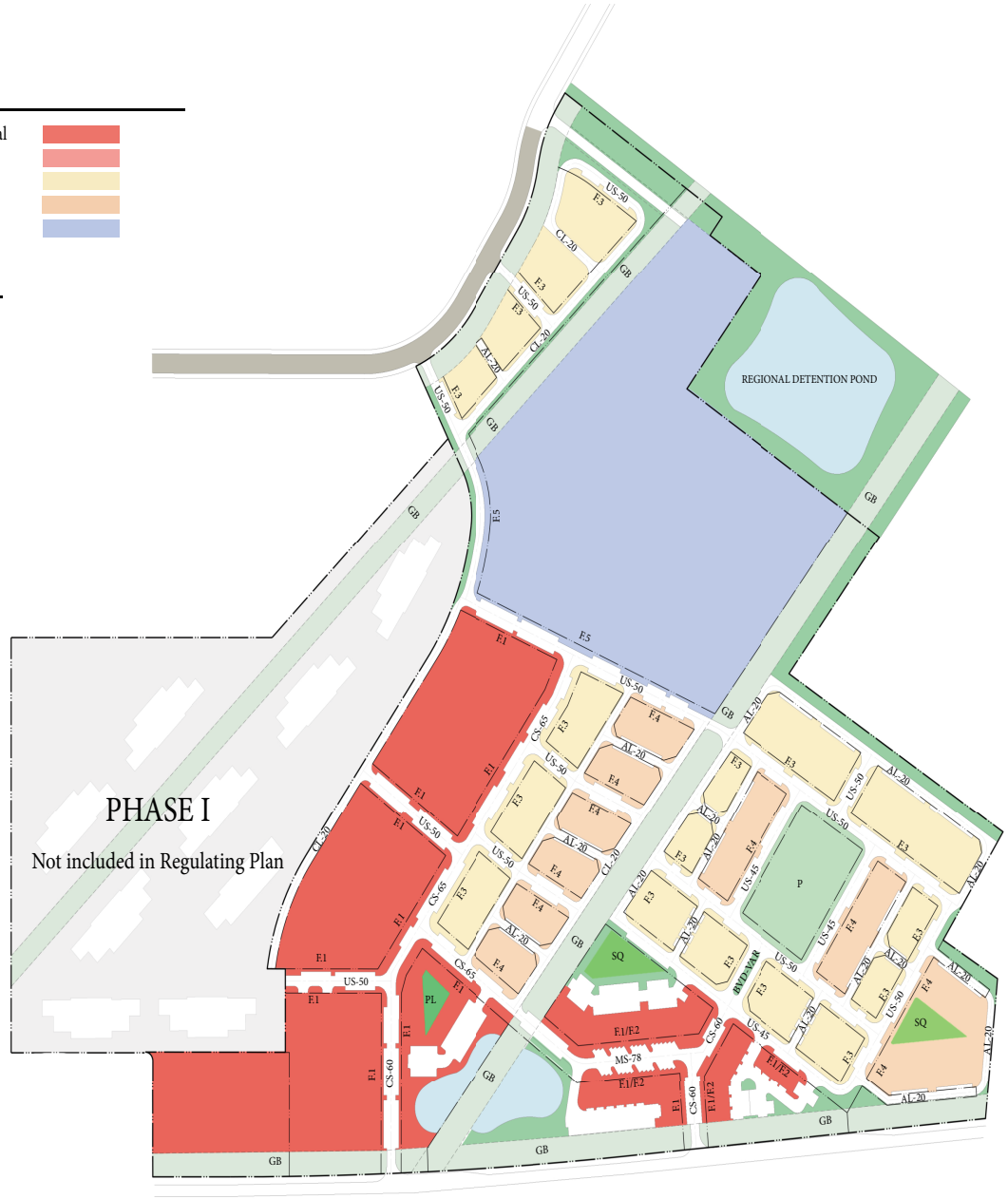
F1	(Section 4.1) Type F1:	Main Street Commercial
F2	(Section 4.2) Type F2:	Live/Work
F3	(Section 4.3) Type F3:	Townhouse
F4	(Section 4.4) Type F4:	Side Yard House
F5	(Section 4.5) Type F5:	Education / Civic

STREET TYPES

MS-78	Main Street 78' R.O.W.
BVD-VAR	Boulevard Variable R.O.W.
CS-65	Commercial Street 65' R.O.W.
CS-60	Commercial Street 60' R.O.W.
US-50	Urban Street 50' R.O.W.
US-45	Urban Street 45' R.O.W.
US-40	Urban Street 40' R.O.W.
CL-20	Commercial Alley 20' Access Easement
AL-20	Residential Alley 20' Access Easement

PUBLIC OPEN SPACE

PL	Plaza
SQ	Square
GR	Green
GB	Greenbelt
P	Park

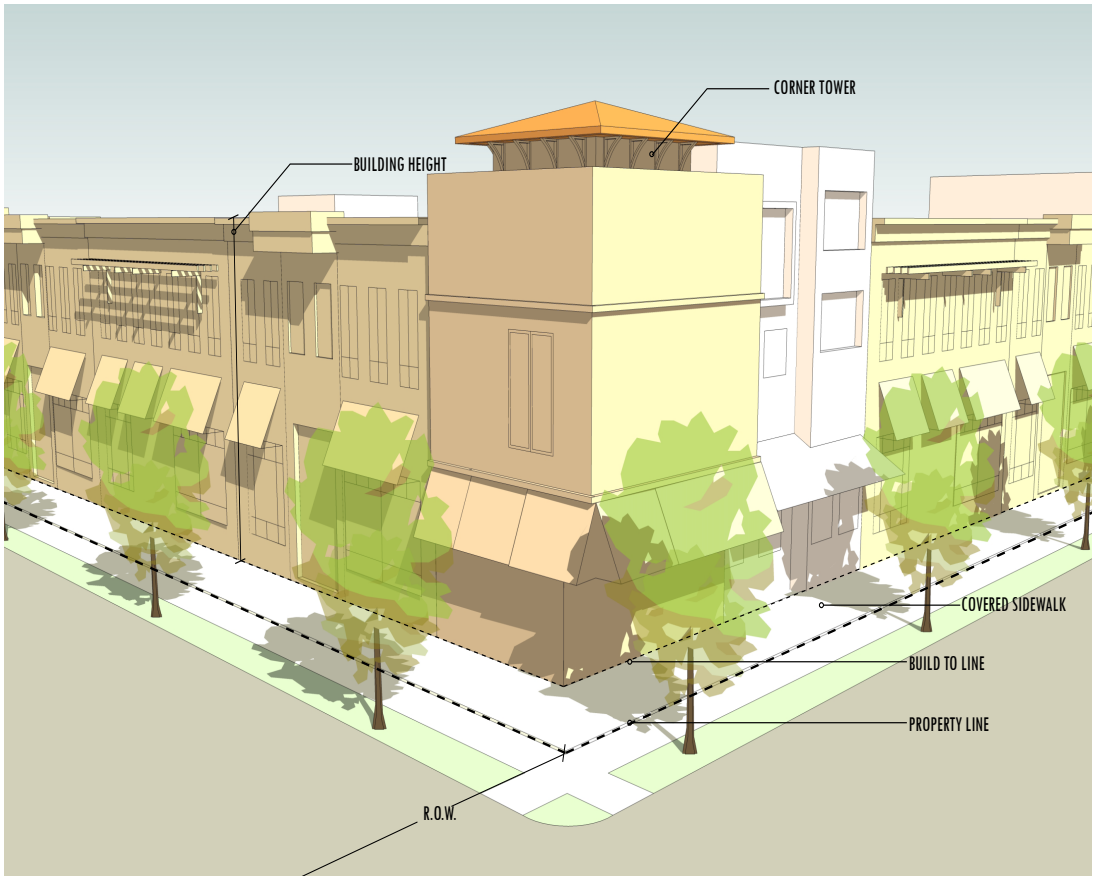


HOW DOES A FRONTAGE TYPE CODE WORK?

The Oasis Regulating Plan is a Frontage Type code; this means that land uses, height restrictions, parking requirements, etc. are defined by street frontage, rather than by zoning of a particular parcel. In most cases, a parcel will have only one frontage designation; however, unlike traditional zoning, the Frontage Type code prescribes the location of buildings in a way that forms a quality public realm between buildings.

Another unique element of this Frontage Type code is that density is limited primarily by parking requirements. There is no mandated mix of uses, nor compatibility restrictions; instead, frontage types have been assigned in a way that forms a cohesive neighborhood with market flexibility as the project is built out.

Each Frontage Type has a text description and a site plan diagram to help illustrate the intended regulation. The summary Table 4.01, gives a snapshot of the five frontage types designated within the Oasis Regulating Plan.



Summary of Frontage Types

Complete detailed requirements of Frontage Types can be found in Sections 4.1 through 4.5

FRONTAGES	F1 (See Section F1) Main Street Commercial	F2 (See Section F2) Live/Work	F3 (See Section F3) Townhouse	F4 (See Section F4) Sideyard House	F5 (See Section F5) Education
PERMITTED USES	Retail Sales and Service (20,000 SF max per tenant) Office/Research and Development Lodging/Hotel Multi-Family Residential Single Family Attached Residential Day Care	Limited Retail (≤3,000 SF) Limited Office (≤3,000 SF) Lodging/Hotel (≤10 rooms) Multi-Family Residential (≤10 dwelling units Single Family Attached Residential	Single Family Attached Residential	Single Family Detached Residential Ancillary unit	Public or private School
CONDITIONAL USES	Manufacturing (10,000 SF max. per tenant) Congregate Care (100 room max)	None	Home Occupation	Home Occupation	None
PROHIBITED USES	Vehicle Sales Auto Service & Repair Auto Parts Sales Gas Stations Auto Body Painting and Repair Drive-Through Commercial Storage &Warehouse Single Family Detached Residential Sexually-Oriented Businesses	Same as F1 - Main Street	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing
LOT WIDTH	30' min. 240' max (30' increments)	20' min. 40' max	20' min. 40' max	35' min. 60' max	90' min. no max.
LOT DEPTH	No Minimum Maximum limited by block size	No Minimum Maximum limited by block size	80' min. 125' max.	80' min. 150' max.	50' min. no max.
BUILDING HEIGHT	2 stories or 25' minimum 5 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 2.5 stories maximum	2 stories minimum 5 stories maximum
SIDE SETBACK	None	None	None	2.5' on one side & 10' on the opposite side	5'
BUILD-TO LINE	0' to 10' from property line (on designated primary frontage)	0' to 10' from property line (on designated primary frontage)	10' from property line (on designated primary frontage)	20' from property line (on designated primary frontage)	90' from property line (on designated primary frontage)
REAR SETBACK	None	None	5' from Alley	5' from Alley	N/A
PARKING RATIOS					
Retail	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Office	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Lodging/Hotel	1 space per Room	1 space per Room	N/A	N/A	N/A
Residential	1.5 spaces per Unit	1.5 spaces per Unit	2 spaces per Primary Unit plus 1 space per ancillary unit	2 spaces per Primary Unit plus 1 space per ancillary unit	N/A
Congregate Care	1.0 spaces per every 2 beds	NA	NA	NA	N/A
Manufacturing	1.0 spaces per 600 GSF	N/A	N/A	N/A	N/A
Education	1.0 spaces per 400 GSF	N/A	N/A	N/A	1.0 spaces per 400 GSF

Table 4.01

Section 4.1
Frontage Type F1 : Main Street Commercial

4.1.1 DEVELOPMENT REGULATIONS

4.1.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.
2) If a forecourt is utilized it may occupy up to 50% of the frontage

B) Rear and side setbacks:
Not required

C) Encroachment:
Arcades and corner towers with occupied or unoccupied space may encroach beyond the Build-to Line to the Property Line. Arcades and corner towers shall encroach a maximum of 10'. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to line.

D) Pedestrian Passageways:
If parking is provided behind a building, pedestrian passageway must be provided at the ground level providing access to the parking area from the from the Right-of-Way. The passageway shall be a minimum 15' in width and one full floor in height. The passageway may be covered by additional occupied floors or a roof structure.
1. When pedestrian passageways are required, one must be provided for every 150' of frontage.

E) Covered sidewalks:
Covered sidewalks shall be constructed along a minimum of 80% of the primary building facade. Covered sidewalks may be provided as arcades or shop-fronts (fig.4.1A).
1) Covered sidewalks and associated structures may encroach beyond the build-to-line up to the property line. Occupiable space may be constructed above the covered sidewalk and may also encroach beyond the build-to-line up to the property line.
2) Building facades with a covered sidewalk may be constructed a maximum of 3' behind the build-to-line.
3) Arcades shall be constructed to provide a minimum of 8' clear walkway between vertical supports and building facade.
4) Shop-fronts (fig.4.1A) shall provide a minimum of 8' of continuous covered walkway width.
5) If the building does not occupy the entire frontage the sidewalk must still occupy 100% of the frontage.

F) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas Accessibility Standards.

G) Minimum and Maximum Wall Height:
The maximum building height shall be five stories. Buildings shall be a minimum of two stories or 25' in height at the primary building facade.

4.1.1.2 PARKING

A) Parking spaces shall be 9' width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to satisfy minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may replace conventional parking requirements outlined in Use Standards below. Minimum parking requirements may be reduced by 15% percent if shared parking lots serve more than a single use (e.g. Restaurants and Office) long term shared parking agreement shall apply.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking Garages
Structured parking may be provided for optimal land use efficiency. Parking structure shall meet architectural standards.

4.1.2 USE STANDARDS

4.1.2.1 RETAIL

A) Defined Retail Use:
Retail uses include commercial enterprises established for the sales of goods and services including shops, entertainment establishments, banking, restaurants, and hotel lobbies, eateries and day care facilities.
1) No single retail space shall exceed 20,000 SF per floor.
2) Retail uses shall provide parking at 4 spaces per 1,000 square feet.

4.1.2.2 OFFICE

A) Office Uses Defined:
Office uses are those associated with buildings occupied for the transaction of business, excluding retail and manufacturing.
1) Office uses shall provide parking at 4 spaces per 1,000 square feet (no maximum square footage)

4.1.2.3 LODGING

A) Lodging Uses Defined:
Lodging uses are those associated with buildings occupied for short-term (not to exceed three consecutive weeks) human habitation.
1) Lodging uses shall provide 1 parking space per lodging unit. (no maximum number of units)

4.1.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 1.5 spaces per dwelling unit. (no maximum density)
2)Multifamily residential uses may provide detached garages for up to 10% of total dwelling units and may include storage outside dwelling unit not to exceed a rate of 2 storage units per garage.

4.1.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Design Review Board or Town Architect. The following may be acceptable conditional uses in areas designated F1:
1) Limited Manufacturing:
No single manufacturing occupied building space shall exceed 10,000 SF. All rear service yards and visible materials must be screened by a solid masonry wall at least 6 ft. tall. The parking requirement shall be negotiated according to the specific manufacturing activity. Screens shall match adjacent architecture.
2) Congregate Care:
Longterm residential facilities offering skilled nursing services are allowed, not to exceed 100 beds. Related single family attached residences for individuals utilizing services of the congregate care facility are allowed so long as they are owned and managed by the congregate care provider.

4.1.2.6 PROHIBITED USES

A) See prohibited use Table 4.01

4.1.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.1.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historic.

A) Building massing and facades:
No single building facade type shall exceed 90' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), wood or engineered wood. Exterior insulation finishing system (E.I.F.S.) may be used above the first story or a minimum of 12' above grade, whichever is higher. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas/poly membrane. Plastic or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Signage: refer to signage standards (section 9.0)

F) Bicycle racks:
One bicycle rack shall be provided per 10,000 square feet of occupied building area. Bike racks may be ganged together block-by-block and located in the Passageway Easements.

G) Roofs:
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. Composition shingles are permitted only where not visible from a public right-of-way. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level from either the front or side. Screening devices may be parapet extensions or free standing and shall be of material similar to the base building.

H) Glazing:
Glazed openings shall be at least 40 percent of the wall surface along a build-to line at the ground level and 25 percent on upper floors. Glazing shall not exceed 80 percent.
1) Framing shall be commercial grade painted wood, aluminum, or steel.
2) Glazing shall be clear; no reflective or spandrel glass is permitted.
3) Window openings shall be vertical or square in proportion.

Frontage Type F1 : Main Street Commercial

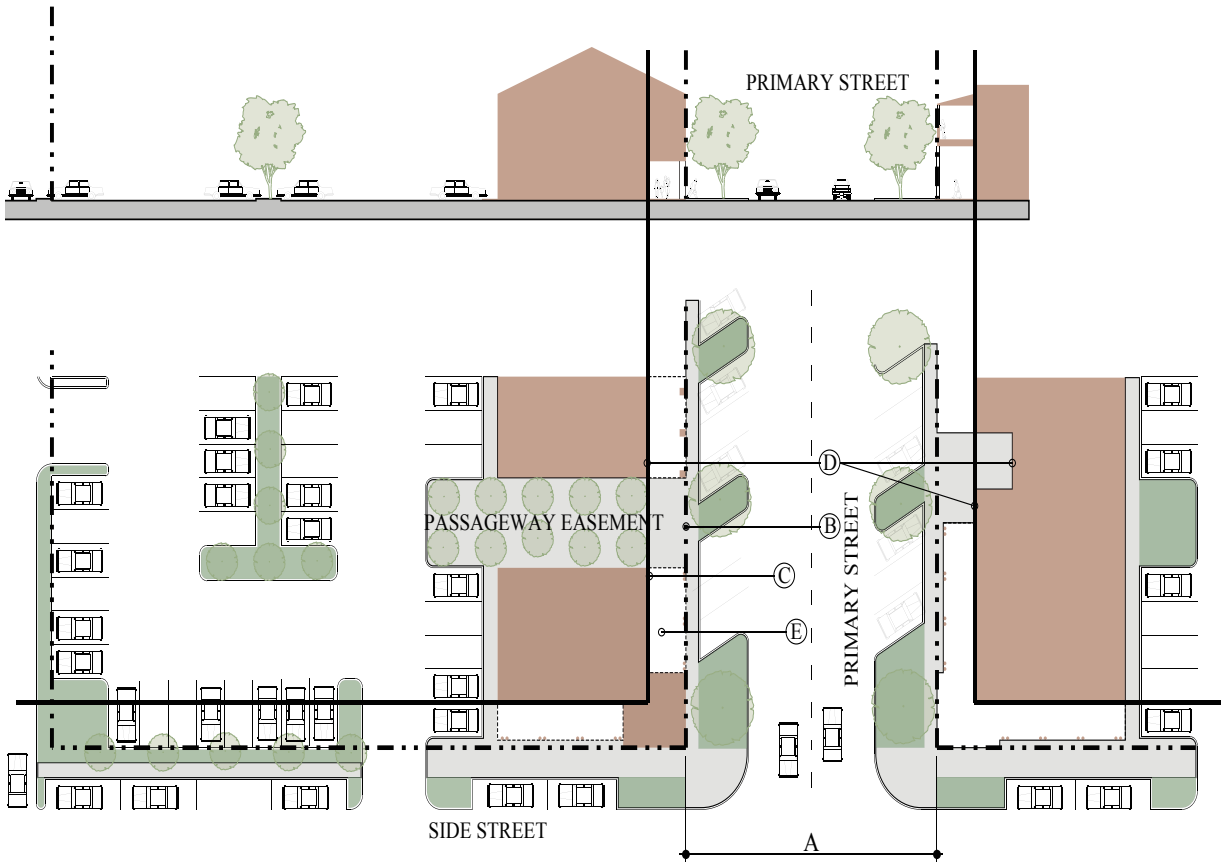


Figure 4.1 Frontage Type - Main Street Commercial

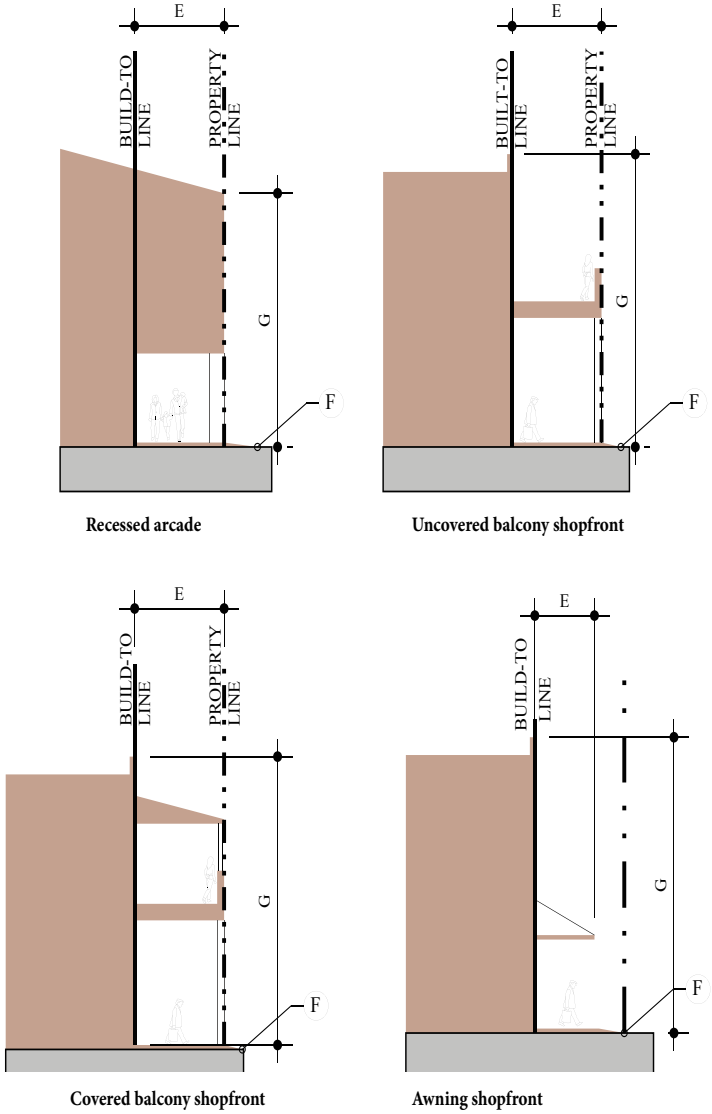


Figure 4.1A
STREET FRONTAGE ARCHITECTURAL OPTIONS

KEYED NOTES

Frontage Type F1: Main Street Commercial

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 0' to 10' setback from the property line
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Covered Sidewalk; may encroach in the setback up to the property line, minimum of 8' deep
- (F) First floor elevation flush with sidewalk or fully accessible
- (G) Building height; 2 stories or 25' minimum; 5 stories maximum

4.2.1 DEVELOPMENT REGULATIONS

4.2.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.

B) Rear and side setbacks:
Not required

D) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 8' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) Stoops and/or porches shall be spaced no more than 60 linear feet along the Build-to-Line within a single parcel.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Not required

J) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas accessibility standards.

K) Minimum and Maximum Wall Height:
The maximum building height shall be three stories. Buildings shall be a minimum of two stories at the primary building facade.

4.2.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to satisfy minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may replace conventional parking requirements outlined in Use Standards below. Minimum parking requirements may be reduced by 15% percent if shared parking lots serve more than a single use (e.g. Restaurants and Office)

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 25%.

F) Parking Garages
Structured parking may be provided for optimal land use efficiency. Parking structure shall meet architectural standards.

4.2.2 USE STANDARDS

4.2.2.1 RETAIL (limited)

A) Defined Retail Use:
Retail uses include commercial enterprises established for the sales of goods and services including shops, entertainment establishments, banking, restaurants, and hotel lobbies and eateries.
1) Retail uses shall provide parking at 4 spaces per 1,000 square feet (maximum of 3,000 square feet)

4.2.2.2 OFFICE (limited)

A) Office Uses Defined:
Office uses are those associated with buildings occupied for the transaction of business, excluding retail and manufacturing.
1) Office uses shall provide parking at 4 spaces per 1,000 square feet (maximum of 3,000 square feet)

4.2.2.3 LODGING (limited)

A) Lodging Uses Defined:
Lodging uses are those associated with buildings occupied for short-term human habitation.
1) Lodging uses shall provide 1 parking space per lodging unit. (maximum of 10 units)

4.2.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 1.5 spaces per dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.2.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Master Developer. The following may be acceptable conditional uses in areas designated F2:
1) Multifamily Residential:
Townhouse lots may be combined to create multifamily development parcels. Architectural massing shall remain consistent with that of surrounding uses, as determined by the Town Architect. Multifamily uses shall be allowed a maximum height of 4 stories and not exceed 20 dwelling units. A maximum of 25% of all combined F2 and F3 frontage may be used for Multifamily Residential.
2) Home occupation permitted

4.2.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.2.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.1.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades:
No single building facade type shall exceed 90' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), wood or engineered wood. Exterior insulation finishing system (E.I.F.S.) may be used above the first story or a minimum of 12' above grade, whichever is higher. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas/poly membrane. Plastic or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Signage: refer to signage standards (section 9.0)

F) Bicycle racks:
One bicycle rack shall be provided per 10,000 square feet of occupied building area. Bike racks may be ganged together block-by-block and located in the Passageway Easements.

G) Roofs:
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. Composition shingles are permitted only where not visible from a public right-of-way. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level from either the front or side. Screening devices may be parapet extensions or free standing and shall be of material similar to the base building.

H) Glazing:
Glazed openings shall be at least 30 percent of the wall surface along a build-to line at the ground level and 20 percent on upper floors. Glazing shall not exceed 70 percent.
1) Framing shall be commercial grade painted wood, aluminum, or steel.
2) Glazing shall be clear; no reflective or spandrel glass is permitted.
3) Window openings shall be vertical or square in proportion.

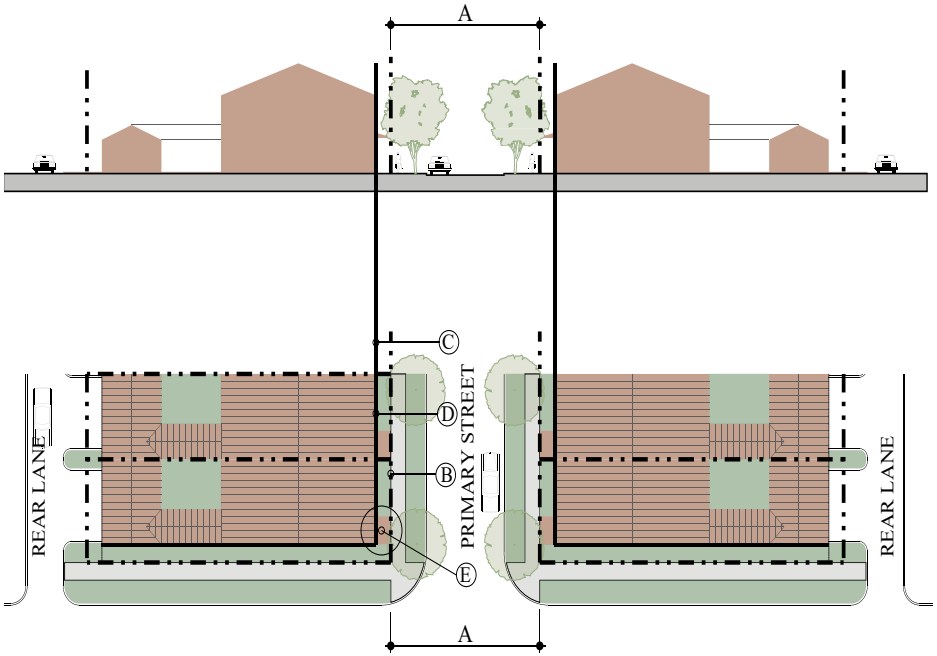


Figure 4.2: Frontage Type- - Livework

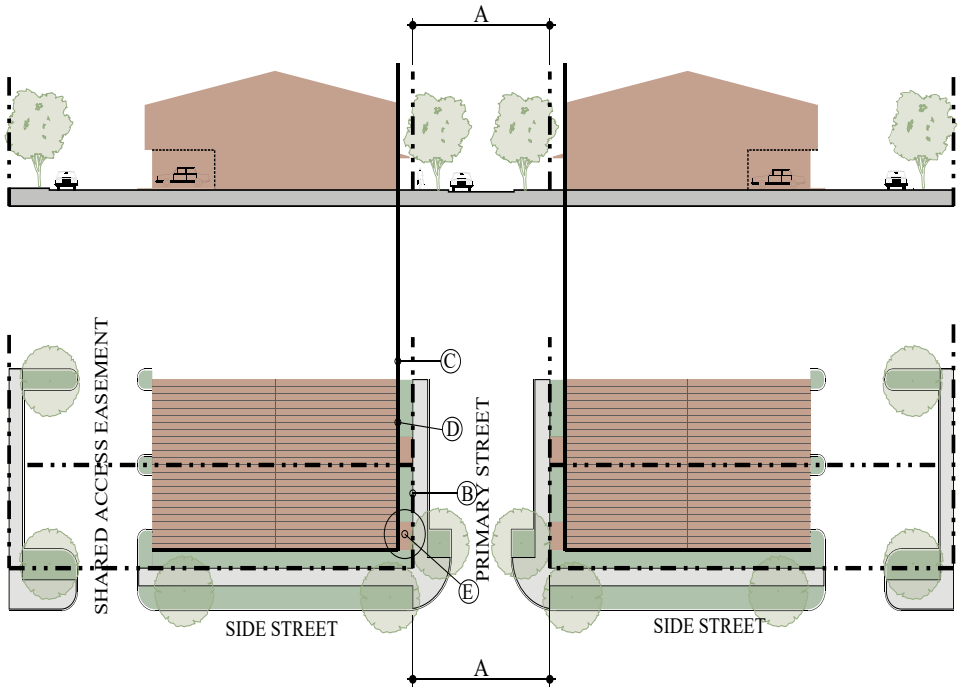


Figure 4.2a
TYPE F2 with TUCK-UNDER GARAGE

KEYED NOTES
Frontage Type F2: Livework

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 0' to 10' setback from the property line
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Porch/Stoop Encroachment
- (F) Building height; 2 stories or 25' minimum; 3 stories maximum

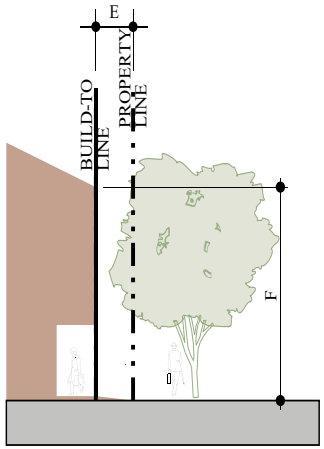


Figure 4.2b
TYPE F2 with RECESSED STOOP

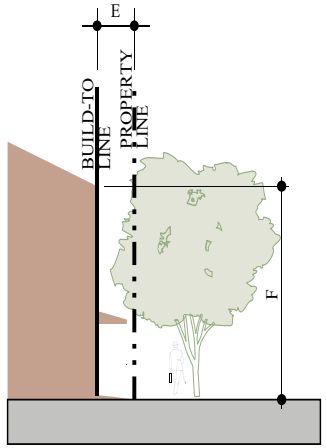


Figure 4.2c
TYPE F2 with PROJECTING STOOP

4.3.1 DEVELOPMENT REGULATIONS

4.3.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.

B) Rear and side setbacks:
Not required

C) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 8' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) Stoops and/or porches shall be spaced no more than 60 linear feet along the Build-to-Line within a single parcel.

D) Pedestrian Passageways:
None required

E) Covered sidewalks:
Not required

F) 1st Floor Elevation:
The finish floor of the first level shall be a minimum of 24 inches above the sidewalk or top of curb.

G) Minimum and Maximum Wall Height:
The maximum building height shall be three stories. Buildings shall be a minimum of two stories at the primary building facade.

4.3.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to supplement minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F3.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking garages shall count as required parking.

4.3.2 USE STANDARDS

4.3.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 2 spaces per dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.3.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Town Architect or district Design Review Board. The following may be acceptable conditional uses in areas designated F3:
1) Multifamily Residential:
Townhouse lots may be combined to create multifamily development parcels. Architectural massing shall remain consistent with that of surrounding uses, as determined by the Town Architect. Multifamily uses shall be allowed a maximum height of 4 stories and not exceed 20 dwelling units. A maximum of 25% of all combined F2 and F3 frontage may be used for Multifamily Residential.
2) Home occupation permitted

4.3.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.3.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.3.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the Central Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades
No single building facade type shall exceed 30' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), or wood. Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or weathered metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas membrane. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Roofs
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level.

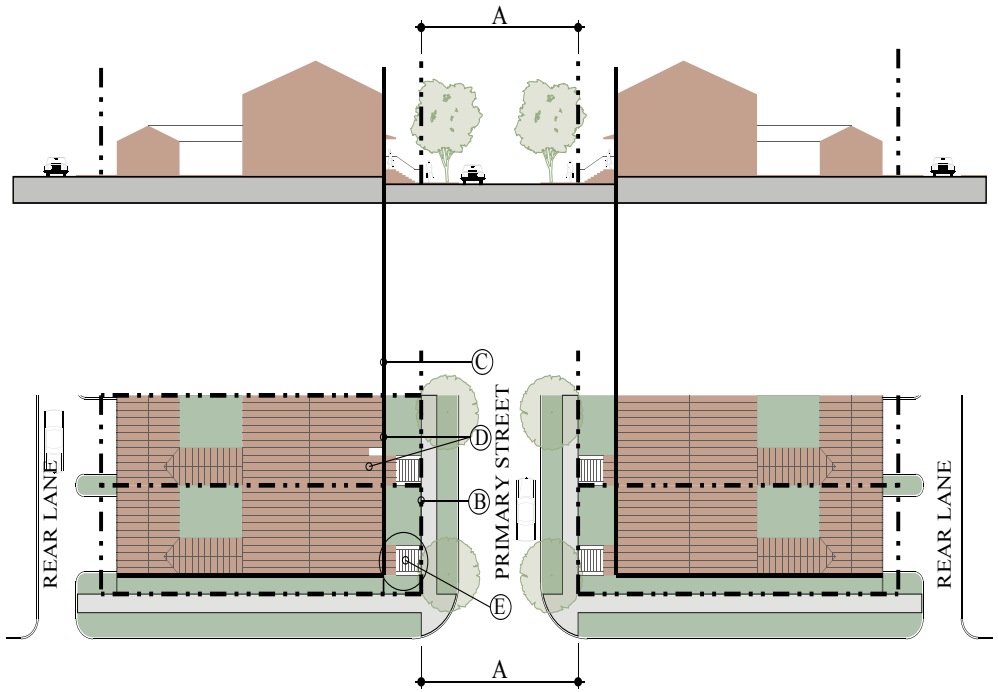


Figure 4.3: Frontage Type - Townhouse

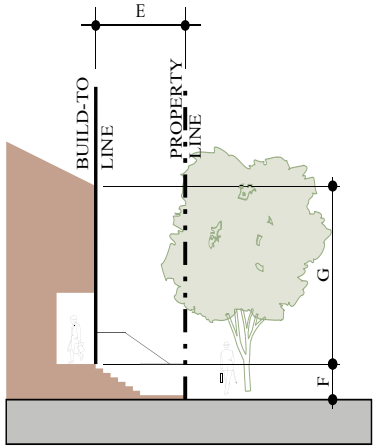


Figure 4.3a
TYPE F3 with RECESSED STOOP

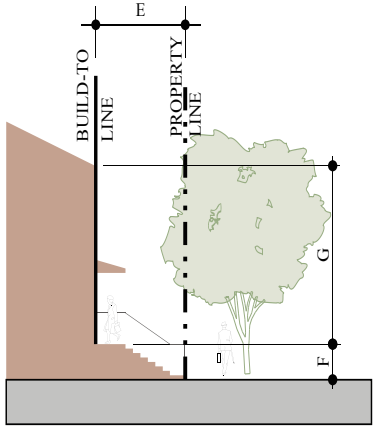


Figure 4.3b
TYPE F3 with PROJECTING STOOP

KEYED NOTES
Frontage Type F3: Townhouse

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 10' setback from the property line
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Porch/Stoop Encroachment
- (F) First floor elevation min. 24" above sidewalk
- (G) Building height; 2 stories or 25' minimum; 3 stories maximum

4.4.1 DEVELOPMENT REGULATIONS

4.4.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 20' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 50% of the total length of the Build-to-Line.

B) Rear and side setbacks:
1) 5' rear setback
2) 2.5' side setback on one side; 10' side setback on opposite side.
3) 10' street sideyard setback where the lot occupies the end of a block.

D) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 10' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) If a porch is provided, it shall be a minimum of 8' deep.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Not required

J) 1st Floor Elevation:
The finish floor of the first level shall be a minimum of 24 inches above the sidewalk.

K) Minimum and Maximum Wall Height:
The maximum building height shall be two and one-half stories. Buildings shall be a minimum of two stories at the primary building facade.

4.4.1.2 PARKING

A) Off street parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to supplement minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F4.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking garages shall count as required parking

4.4.2 USE STANDARDS

4.4.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 2 spaces per dwelling unit plus 1 space per accessory dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.4.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Town Architect. The following may be acceptable conditional uses in areas designated F4:
1) Multifamily Residential is not permitted
2) Home occupation permitted
3) Ancillary units permitted

4.4.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.4.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.4.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the Central Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades
No single building facade type shall exceed 30' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), or wood. Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or weathered metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas membrane. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

G) Roofs
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level.

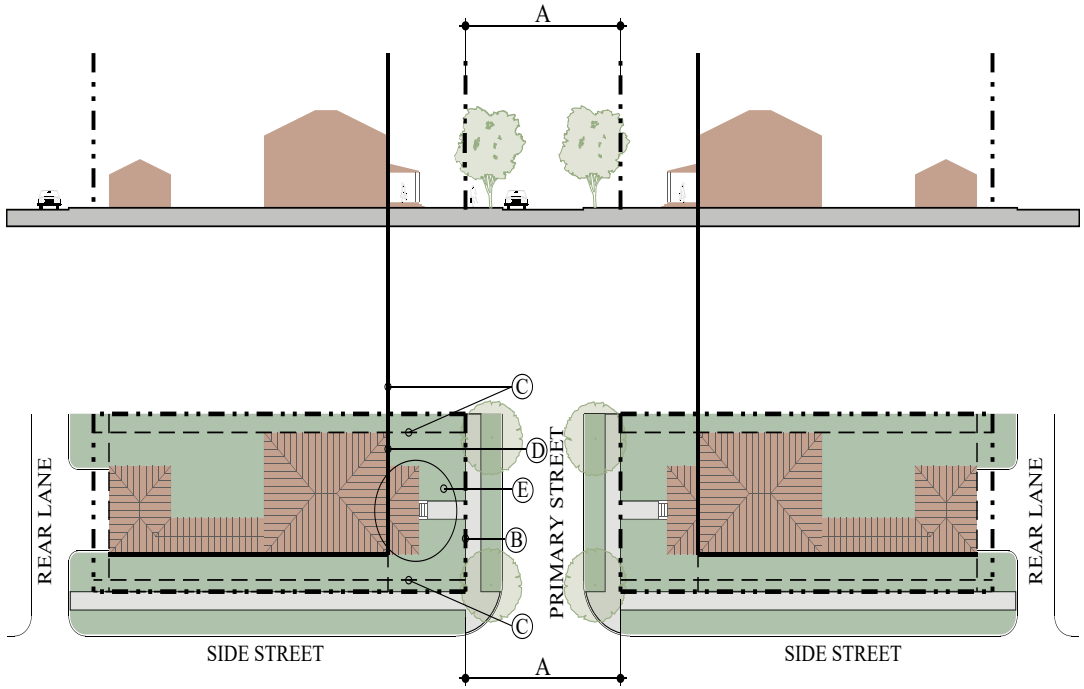


Figure 4.4: Frontage Type - Sideyard

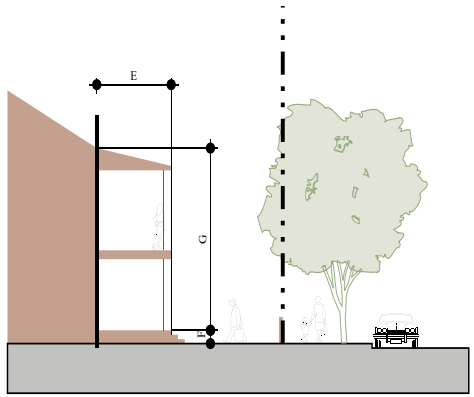


Figure 4.4a
TYPE F4 with COLONNADE

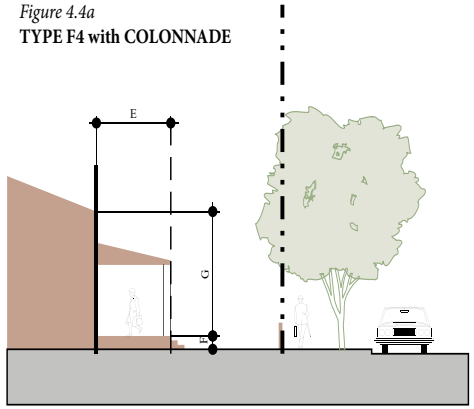


Figure 4.4b
TYPE F4 with ONE STORY PORCH

KEYED NOTES
Frontage Type F4: Sideyard

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 20' setback from the front property line, 5' rear and side setback, 2.5' side setback on one side.
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Porch/Stoop Encroachment
- (F) First floor elevation min. 24" above sidewalk
- (G) Building height; 2 stories or 25' minimum; 2.5 stories maximum

4.4.1 DEVELOPMENT REGULATIONS

4.4.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 90' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 50% of the total length of the Build-to-Line.

B) Rear and side setbacks:
1) 5' rear setback
2) 5' side setback

D) Encroachment:
Corner towers, or canopies with occupied or unoccupied space may encroach a maximum of 30' beyond the Build-to-Line. No corner tower shall have more than 1,000 SF on the ground floor encroaching beyond the Build-to-Line.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Recommended for primary student entries.

J) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas accessibility standards.

K) Minimum and Maximum Wall Height:
The minimum building height shall be two and maximum five stories. Ancillary structures may be one story.

4.4.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only behind the building.

C) On-Street Parking in front of building may be used to satisfy visitor parking requirements.

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F5.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

4.4.2 USE STANDARDS

4.4.2.4 EDUCATIONAL

A) Educational Uses Defined:
Educational uses are those associated with buildings occupied for the purpose of educational instruction and related services, for public school grades Pre-K through 12.
1) Educational uses shall provide designated parking at one space per 400 gross square feet excluding ancillary structures, play fields, etc not to exceed 200 spaces. Visitor spaces shall be included in the total parking allowed.

4.4.2.5 CONDITIONAL USES

None are allowed.

4.4.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.4.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.4.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historic.

A) Building massing and facades
No single building facade type shall exceed 180 feet in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco or cementitious board (Hardie). Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of factory finished metal or other permanent roofing materials. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

G) Roofs
1) Pitched roofs:
Pitched roofs may be clad in factory finished or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Canopy, colonnade and arcade roofs may be 1/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level, including adjacent public rights-of-way.

Frontage Type F5 : Education (Special District)

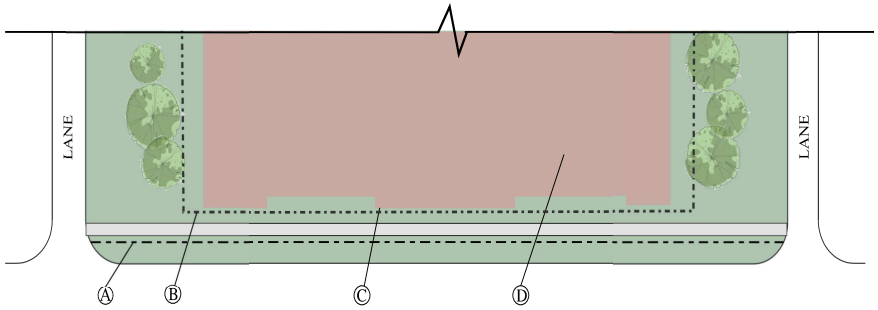


Figure 4.5: Frontage Type - Education

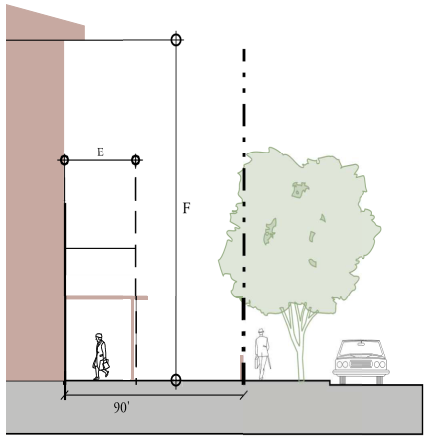


Figure 4.5a
TYPE F5 with ONE STORY PORCH

KEYED NOTES
Frontage Type F5: Education

Ⓐ Right of Way; see street types and standards
Ⓑ Property Line:
Ⓒ The Build-to-Line, 10' setback from the property line, 5' rear and side setback
Ⓓ Primary Building Facade; constructed along 75% of the length of the Build-to-Line
Ⓔ Porch/Stoop Encroachment
Ⓕ Building height 2 stories or 25' minimum, 5 stories maximum

HOW DO STREET TYPES AFFECT DEVELOPMENT?

The frontage types outlined in the previous section of these standards are paired with street types to define the general character and quality of public space within the plan. The Regulating Plan defines locations for each street type and frontage type. The remainder of the Development Standards fills in the gaps, specifying landscape and drainage requirements, utility locations, open space programming, etc.

SEQUENCING

All streets within the Oasis PD shall be built in complete block lengths. A block is defined as a section of street from the intersection of one perpendicular street to the next. If the street-type has a parallel alley, the alley and access to it must be built at the same time as the street.

The following street types are detailed in this section:

MS-78: Main Street 78' R.O.W.

BVD-VAR: Boulevard Variable R.O.W.

CS-65: Commercial Street 65' R.O.W.

CS-60: Commercial Street 60' R.O.W.

US-50: Urban Street 50' R.O.W.

US-45: Urban Street 45' R.O.W.

US-40: Urban Street 40' R.O.W.

CL-20: Comercial Alley 20' Access Easement

AL-20: Residential Alley 20' Access Easement

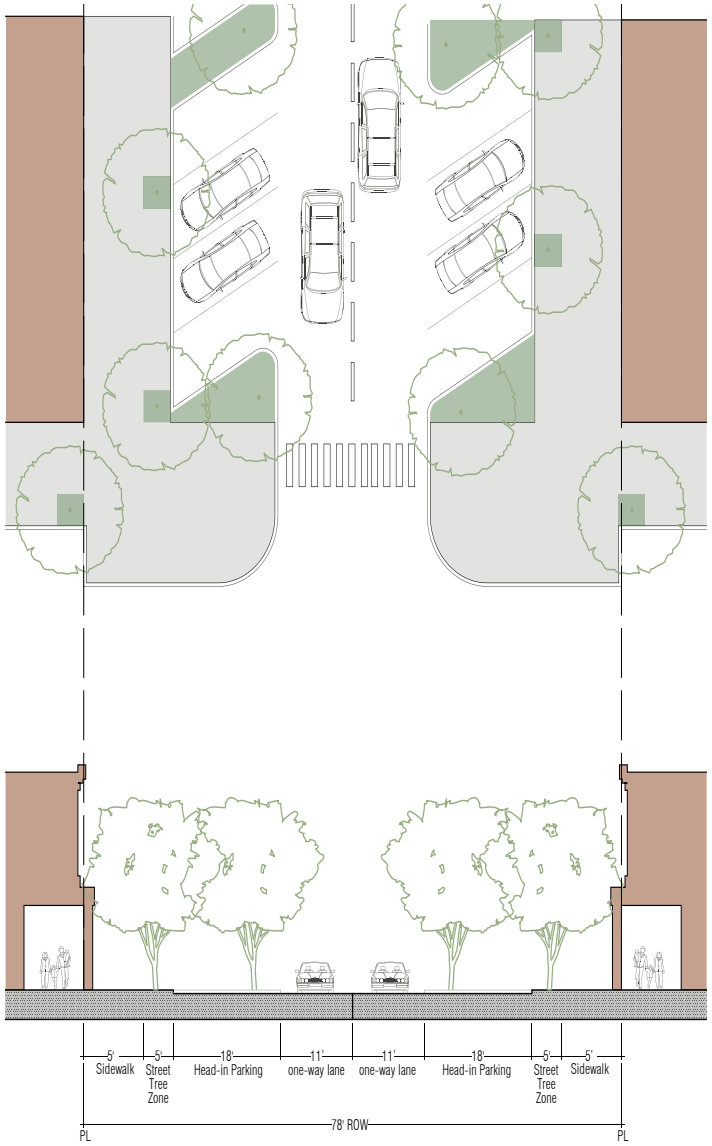
OWNERSHIP AND MAINTENANCE

All streets within the Oasis PD shall be built to meet City of Midland construction standards. However, geometric layout, design speed and details including bulb-outs, pedestrian crossings, sidewalks etc. shall be controlled by this Code.

Maintenance of streets and sidewalks in public rights-of-way shall be performed by a private property owners association as provided for in Section 13.5 of this Code.

Section 5.1

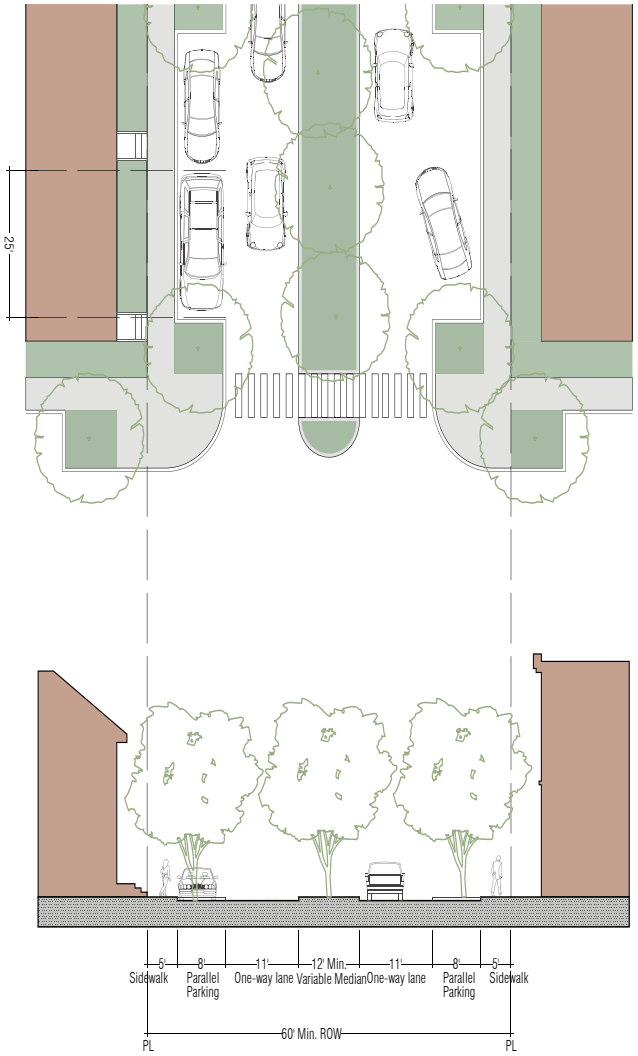
Street Type MS-78 : Main Street 78' R.O.W.



ROW	78'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	58'
PARKING	Head-in both sides
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c. max.
MIN. CENTERLINE RADII.	166'

Section 5.2

Street Type BVD-VAR : Boulevard Variable R.O.W.



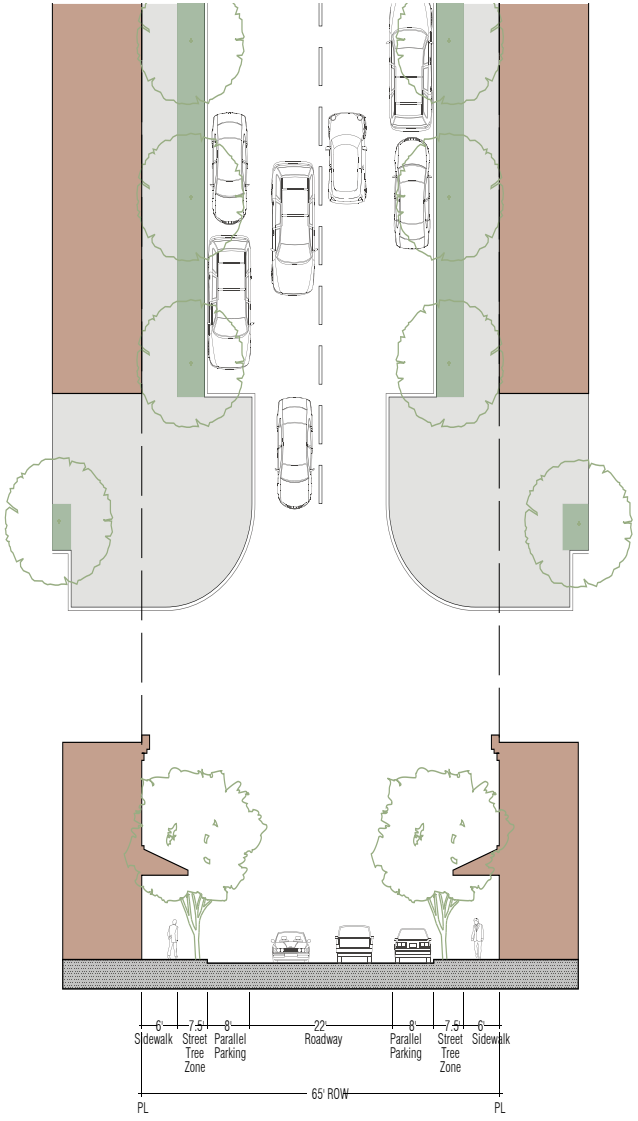
ROW	Min. 60'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	38'
PARKING	Parallel either side (or none)
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII.	166'

PACKET

November 16, 2021

Section 5.3

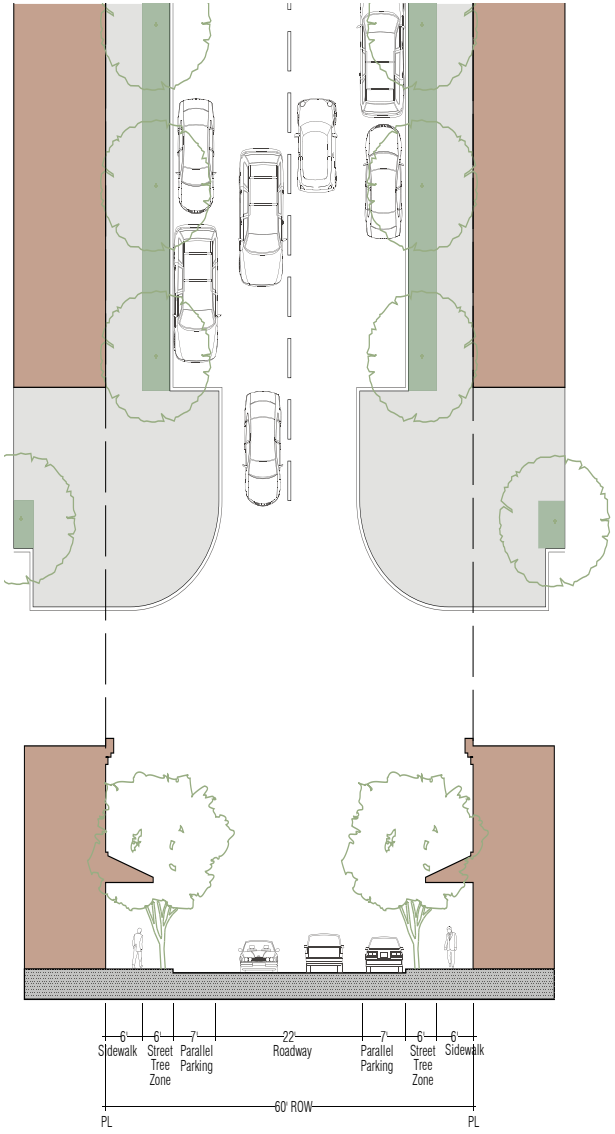
Street Type CS-65 : Commercial Street 65' R.O.W.



ROW	65'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	38'
PARKING	Parallel both sides
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII	166'

Section 5.4

Street Type CS-60 : Commercial Street 60' R.O.W.



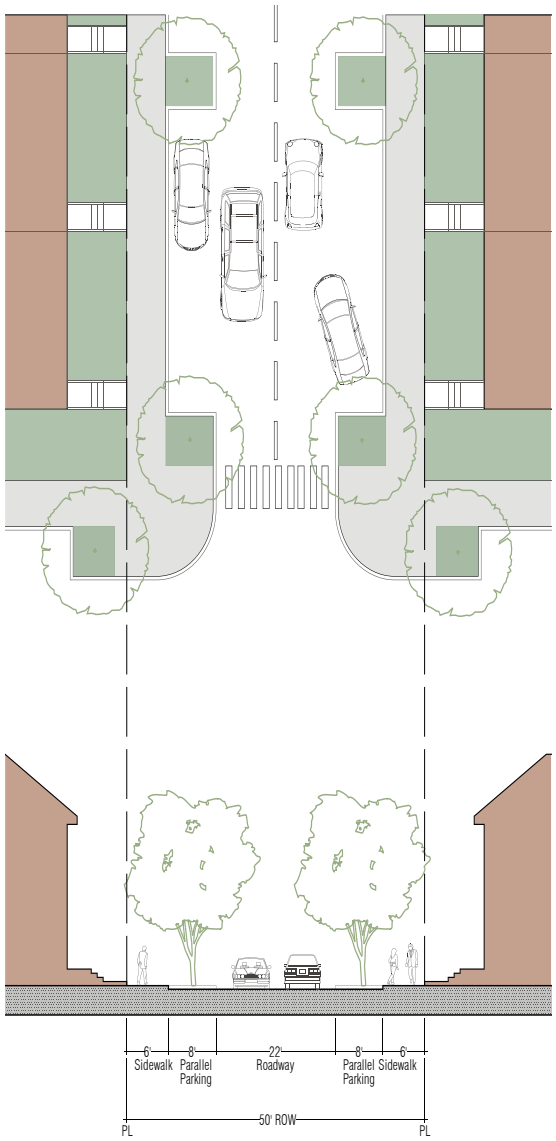
ROW	60'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	22'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII	166'

PACKET

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Section 5.5

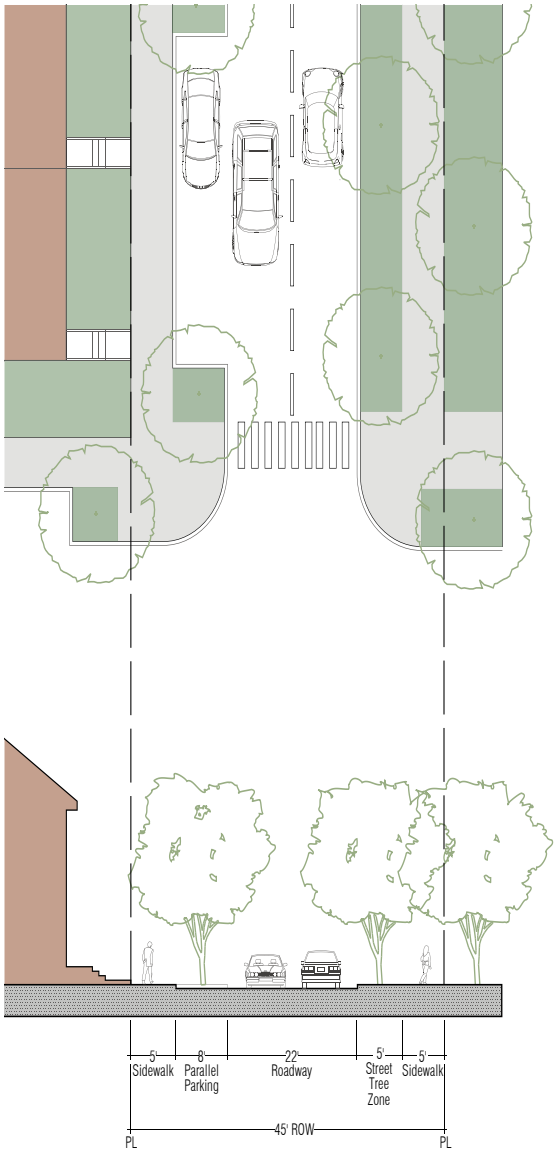
Street Type US-50 : Urban Street 50′ R.O.W.



ROW	50′
DESIGN SPEED	20 mph
PAVEMENT WIDTH	38′
PARKING	Parallel both sides
CURB RADIUS	20′ radius at street corners
STREET TREES	50′ o.c.
MIN. CENTERLINE RADII.	90

Section 5.6

Street Type US-45 : Urban Street 45′ R.O.W.



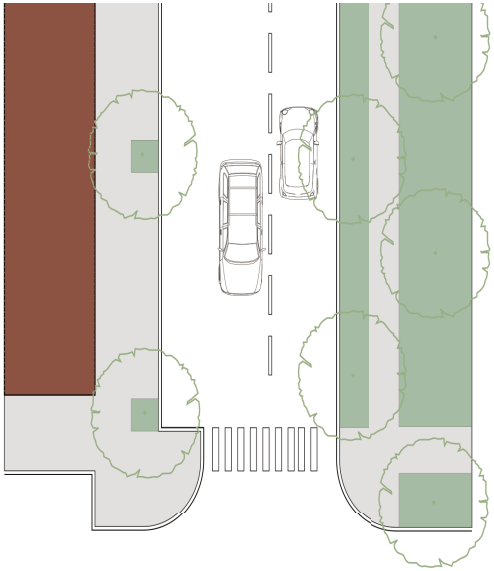
ROW	45′
DESIGN SPEED	20 mph
PAVEMENT WIDTH	30′
PARKING	Parallel Parking one side
CURB RADIUS	20′ radius at street corners
STREET TREES	30′ o.c.
MIN. CENTERLINE RADII.	90′

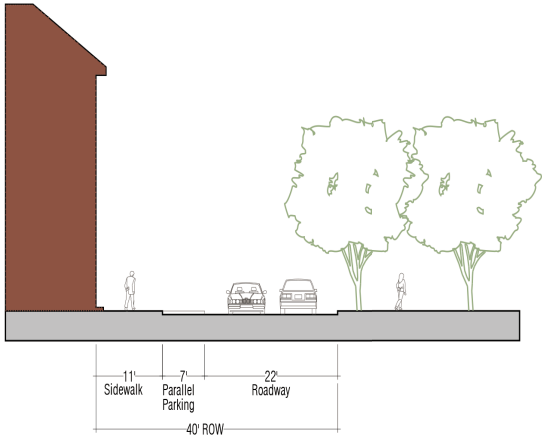
PACKET

November 16, 2021

Section 5.7

Street Type US-40 : Urban Street 40' R.O.W.

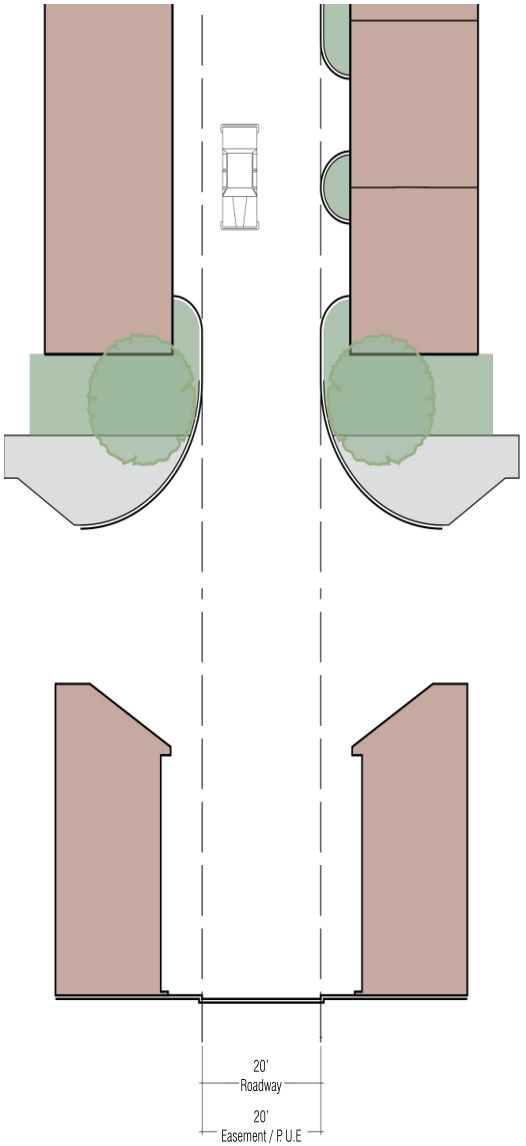




ROW/EASEMENT	40'
DESIGN SPEED	20 mph
PAVEMENT WIDTH	29'
PARKING	Parallel one side
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII.	90

Section 5.8

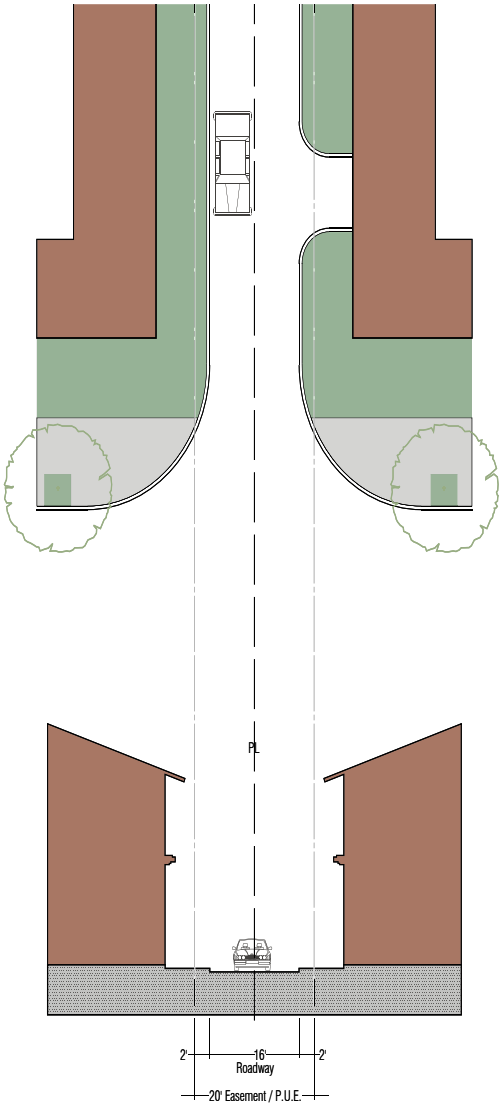
Street Type CL-20 : Commercial Alley 20' Easement



ROW/EASEMENT	20'
DESIGN SPEED	10 mph
PAVEMENT WIDTH	20'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	None
MIN. CENTERLINE RADII.	50'

PACKET

Street Type AL-20 : Residential Alley 20' Easement



ROW/EASEMENT	20'
DESIGN SPEED	10 mph
PAVEMENT WIDTH	16'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	None
MIN. CENTERLINE RADII	50

6.1 UTILITIES

All utilities must be located in 1) a Dedicated Utility Corridor within a Public Right of Way, 2) a public utility easement (P.U.E.) on a lot as indicated on a final plat, 3) or by separate dedication instrument. This includes both Dry Utilities and Wet Utilities. Except for temporary construction site offices, utilities shall be located underground. Dry Utilities in common trenches are allowed, providing required separation distances are maintained. Utilities must follow the pattern in the Typical Utility Corridor Section diagram unless the City Engineer or the City Engineer's designee authorizes deviation from the standards in the diagram.

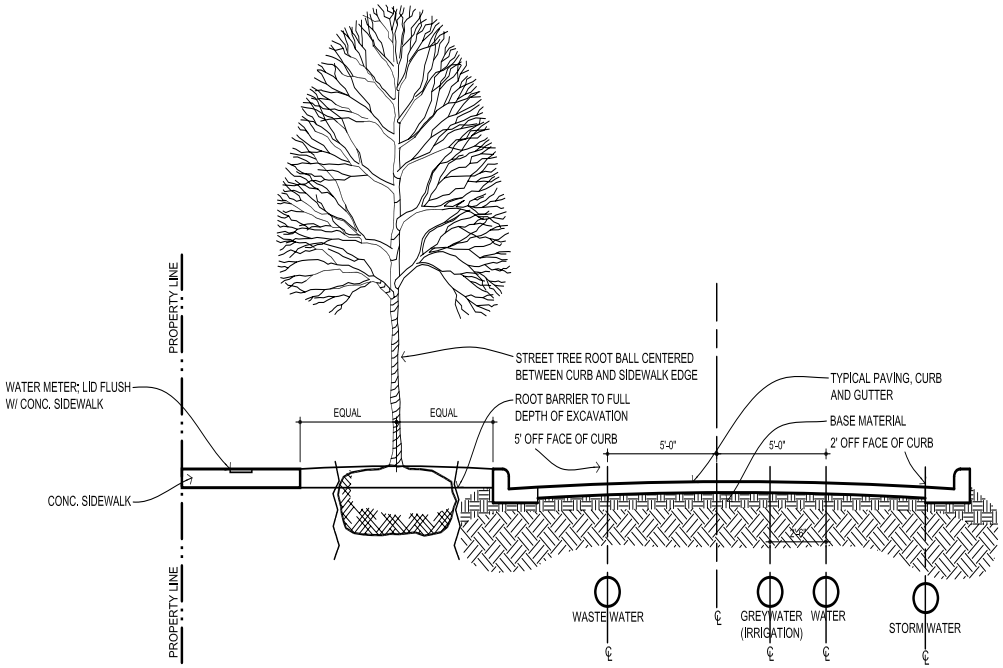
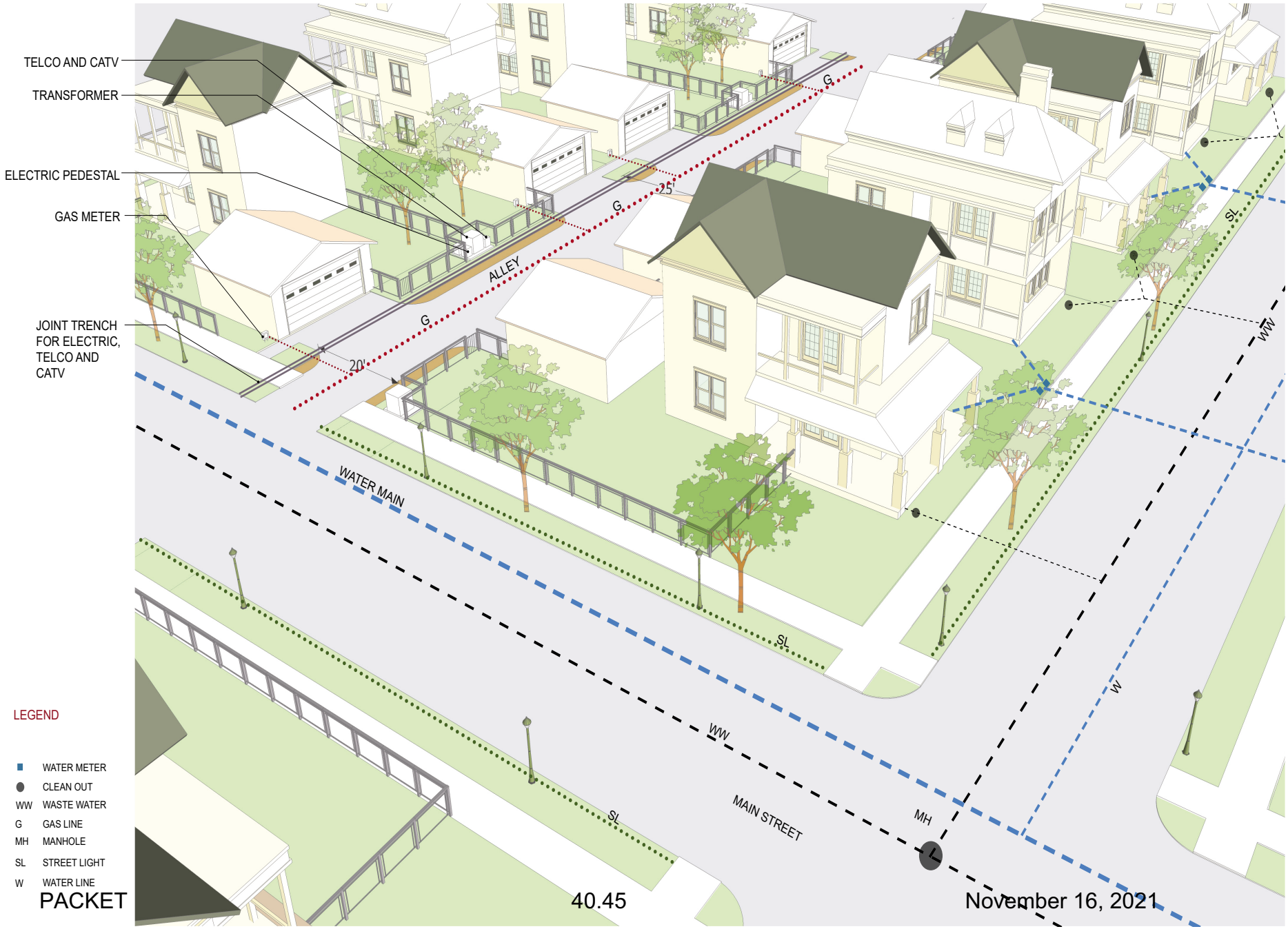


Figure 6a: **Typical Utility Corridor Section**

Fig. 6b: Assignments



7.1 INTENT

The following is the intent of the public space standards:

· To create socially active and culturally vibrant public open spaces.

· To create a public open space system which becomes a source of community pride and an attractive feature for encouraging positive town growth.

· To provide for a range of public open space types for community use from highly developed public squares to larger more loosely programmed public greens and greenbelts.

· Public Spaces shall be privately owned, developed and maintained and publicly accessible.

7.2 DEFINITIONS & PROGRAMMING

7.2.1 PLAZA

A plaza is an open area adjacent to, or part of, a civic building or facility. Plazas function as gathering places and may incorporate a variety of temporary activities such as vendors and display stands. Plazas shall be no less than 75% paved in brick or another type of paver or crushed stone. Plazas shall be level, stepped, or gently sloping (less than 3% grade). The following sizes are recommended but may be larger or smaller depending on the building or facility design. The recommended minimum size is 2000 sf., and the recommended maximum size shall be 30,000 sf.

A) Plantings:
Plaza interiors may be left unplanted or may be planted with shade trees. If a programming element such as an outdoor cafe or seating area is incorporated then trees may be planted to provide shade. Arbors may also be used as shade elements. Street trees shall be planted as per Street Types Standards (see tree list in Landscape Guidelines).

B) Public seating:
Seating should be provided with exposure to both shady and sunny conditions. Benches or seat walls should provide seating for at 10 linear feet of seating per 1,000 square feet of plaza area.

C) Optional programming elements:
Optional programming elements might be music concerts, festivals, outdoor cafes or vending areas. Other elements may be considered if determined appropriate by the City.

D) Street Lamps:
Street lighting shall be provided along pedestrian path and marking entrances to the Plaza. At least on half of a foot candle of light shall be provided per 20 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

D) Irrigation:
Irrigation is required for all landscaped areas within the Plaza.

7.2.2 SQUARE

An open space, spatially defined by the facades of surrounding buildings (as a room is defined by its walls), usually surrounded by streets on at least two sides. Squares are at the intersection of important streets and are designed to accommodate public gathering and activities, usually with an area set aside for civic structures or monuments.

A) Shade Trees:
Shade trees (no less than 4 caliper inches at installation and container grown) shall be planted at no less than 1 tree per 2,000 sf. Street trees (as required in the Street Types Standards) shall count towards the minimum number of tree planting. Trees shall be limbed up to a minimum of 10' at maturity. (see tree list in Landscape Standards)

B) Small Flowering Trees:
Small Flowering Trees (no less than 2 caliper inches) shall be planted at no less than 1 tree per 2,000 sf in groupings no greater than 15' on center. (see tree list in Landscape Standards).

C) Lawn:
In areas requiring turfgrass, only shade tolerant varieties of turfgrass shall be allowed. Decomposed granite and other pervious paving is encouraged in all high traffic areas. Mulched beds and native grasses are encouraged to minimize irrigation demand. Solid sod shall have a sandy loam growing soil, not clay.

D) Street Lamps:
Street lighting shall be provided along pedestrian path and marking entrances to the Square. At least on half of a foot candle of light shall be provided per 20 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be a minimum of 10 linear ft. of seating per 1,000 sf. of square area. Other seating alternatives may be approved or by the Town Architect if they meet the criteria of long term durability and minimal susceptibility to vandalism.

F) Irrigation:
Irrigation is required for all landscaped areas. Irrigation shall be minimized through the use of native and drought resistant landscaping.

G) Drinking fountains:
At least two (2) shall be provided within a Square.

H) Other elements:
Plaza or Square shall incorporate at least one of the following as a primary organizing element to be approved by the Town Architect:

· Fountain or water feature
· Monument, sculpture or statue
· Gazebo, covered pavilion, or shade structure

7.2.3 GREEN

A Green is similar to a Square in that it is spatially defined by the facades of surrounding buildings surrounded by streets on at least two sides. A Green is more informally planted than a Square.

A) Shade Trees:
Shade trees (no less than 4 caliper inches and container grown) shall be planted at no less than 1 tree per 4,000 sf. Street trees (as required in the Street Types Standards) shall count towards the minimum number of tree planting. Trees shall be limbed up to a minimum of 10' at maturity. (see tree list in Landscape Standards)

C) Lawn:
In areas requiring turfgrass, only shade tolerant varieties of turfgrass shall be allowed. Decomposed granite and other pervious paving is encouraged in all high traffic areas. Mulched beds and native grasses are encouraged to minimize irrigation demand.

D) Street Lamps:
At least 1/2 of a foot candle of light shall be provided per 50 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be a minimum of 10 linear ft. of seating per 2,000 sf. of Green area. Other seating alternatives may be approved or by the Town Architect if they meet the criteria of long term durability and minimal susceptibility to vandalism.

F) Irrigation:
Irrigation is required for all landscaped areas. Irrigation shall be minimized through the use of native and drought resistant landscaping.

7.2.4 GREENBELT

Greenbelts are linear greenways or natural preserves which may feature walking or cycling trails and serve to buffer a neighborhood from surrounding non-compatible uses such as highway corridor or industrial district.

Uses may include large scale recreational uses such as golf courses, multiple playing fields, hike and bike trails or other program elements that help to create a green buffer. There are no tree planting requirements along ROWs for greenbelts. Greenbelts shall integrate the existing natural landscape. Newly landscaped area shall be compatible with existing vegetation. Shade trees shall be planted at 1 per 100 linear feet of trail and shall be 2" caliper container grown or 3" balled and burlapped or transplanted trees planted in naturalistic pattern.

7.2.5 PARK

An open space defined by surrounding buildings and vegetation and connecting with streets on at least two sides.

A) Paving:
Parks shall be naturally landscaped, not more than 10% paved.

B) Boundaries:
Parks will be bounded by streets on a minimum of 50% of their perimeter. Parks are encouraged to be entirely bounded by streets.

C) Size:
Minimum size shall be one (1) acre; maximum size shall be three (3) acres. Maximum park size may exceed three (3) acres if through design, the park creates a central open space that services an entire neighborhood or group of neighborhoods, or incorporates physical features which are an asset to the community (i.e., lake frontage, high ground or significant stands of trees.

7.3 IMPLEMENTATION

All public and private open space improvements shall be constructed or installed at the time of adjacent street and utility infrastructure construction. Park land dedication, fee in lieu or development of parks in value equal to fees in lieu will be accomplished as each 100 dwelling units are platted.



Figure 7a
PLAZA



Figure 7b
SQUARE

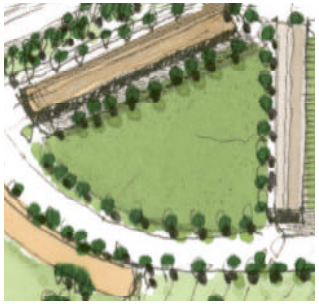


Figure 7c
GREEN



Figure 7d
GREENBELT

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8.1.THE PUBLIC LANDSCAPE

8.1.1 SOIL PRESERVATION
Wherever possible grades for thoroughfare and open spaces shall follow existing topography and drainage patterns. Areas to be left natural shall be fenced and undisturbed during construction. The soil structure for planting strips shall be protected from compaction with protective fencing. During construction, topsoil shall be removed, and stockpiled for later use.

8.1.2 COMPACTION
All planting areas shall be cultivated and top-dressed with organic matter. Deeply compacted areas shall be cultivated to a depth of one foot and top-dressed with an addition of loose topsoil, coarse sand and compost. Ballfields shall be underlain with a mix of coarse sand.

8.1.3 HYDROLOGY / DRAINAGE
All planting areas shall have drainage outlets achieve positive drainage. Playing fields shall be uniformly graded to a 2% -3% slope.

8.1.4 SITE CLEARING / EROSION CONTROL
To prevent erosion, clearing of easements and access routes should not occur more than 60 days prior to construction. Trees to be removed shall be taken down in a manner that will not impact any of the adjacent trees to remain. All trees will have crown and limbs removed before being felled and depending upon the density of vegetation the trunk shall be felled before the stump is removed. It is recommended that limbs and underbrush be chipped shredded and retained on site to be spread as a mulch after construction has finished. The boundary of construction sites shall be marked with a barrier and erosion control fencing on the downhill sides. No clearing operations will be allowed in an unmarked area. When construction is adjacent to a waterway, care should be taken to prevent any excavated material from spilling into the waterway by use of erosion control barriers.

8.1.5 TREE PROTECTION:
Protecting existing trees on site adds value and prevents additional planting costs. In areas of construction where trees are to be preserved, tree protection fencing must be installed and maintained at the dripline. No storage of materials or equipment is allowed within the dripline area of trees to be protected.

With the exception of Protected Trees as defined by the City's General Landscape Ordinance these Oasis landscape standards shall be adhered to in lieu of City's landscape regulations.

8.1.6 PLANT SELECTION
Trees may be selected from the lists outlined below. The use of native shrubs and ground cover species is encouraged given their adaptability to drought and indigenous soil conditions. Plant quality shall follow the highest Nursery Industry Standards.

8.2. PUBLIC OPEN SPACE TREES

8.2.1 STREETS, SQUARES, AND GREENS
The following is a list of trees that may be used in Squares and Greens, as well as for Street Trees. These trees were selected for their shade providing qualities and their ability to tolerate compaction, drought and pollution typically associated with heavily trafficked areas. Low maintenance and disease resistance are also important qualities for trees in this category. With pruning, these trees also have high a branching character so as not interfere with pedestrian and vehicular activities. Street trees shall have a single trunk and should be limbed up to a minimum of 14' at maturity. All street tree plantings shall utilize root barriers to prevent heaving of adjacent paving.

·Live Oak, Quercus virginiana
·Bur Oak, Quercus macrocarpa
·Texas Red Oak, Quercus texana
·Pecan, Carya illinoensis
·Bald Cypress, Taxodium distinctum
·Afghan Pine, Pinus elderica
·Mexican White Oak, Quercus polymorpha.

8.2.2 GREENBELT TREES

The following trees may be planted in Greenbelts (as defined in the Open Space Standards) This list of trees was selected for their more naturalistic character which is representative of the above listed public open spaces. Native species are encouraged given their adaptability to native soils and drought conditions:

Native Large Trees (Mature Height Over 30'):
·Texas Ash, Fraxinus texensis
·Bald Cypress, Taxodium distinctum
·Cedar Elm, Ulmus crassifolia
·Live Oak, Quercus virginiana
·Pecan, Carya illinoensis
·Bur Oak, Quercus macrocarpa
·Chinkapin Oak, Quercus muhlenbergii
·Texas Red Oak, Quercus texana
·Eastern Red Cedar, Juniperus virginiana

Non-Native Large Trees (Mature Height Over 30'):
·Arizona Cypress, Cupressus arizonica
·Austrian Pine, Pinus nigra
·Goldenraintree, Koelreuteria paniculata
·Italian Stone Pine, Pinus pinea
·Lacebark Elm, Ulmus parvifolia

Native Small Trees (Mature Height 30' or less):
·Crabapple, Malus spp.
·Eve's Necklace, Sophora affinis.
·Goldenball Leadtree, Leucaena retusa.
·Mexican Redbud, Cercis canadensis var. mexicana.
·Mexican-Buckeye, Ungnadia speciosa.
·Pinyon Pine, Pinus edulis.
·Prairie Flameleaf Sumac, Rhus Lanceolata.
·Texas Mountain Laurel, Sophora secundiflora.
·Texas Walnut, Juglans microcarpa.
·Desert Willow, Chilopsis linearis
·Texas Persimmon, Diospyros virginiana
·Texas Pistache, Pistacia texana
·Mexican Plum, Prunus mexicana
·Texas Redbud, Cercis canadensis texensis
·Vitex, Vitex agnus-castus

Non-Native Small Trees (Mature Height 30' or less):
·American Smoketree, Cotinus obovatus
·Crape Myrtle, Lagerstroemia indica
·Chinese Pistache, Pistacia chinensis

8.2.3 PARKS
Shade trees shall be 3" caliper container grown or 4" balled and burlapped trees planted in naturalistic pattern. At least 1 tree per 5,000 sf shall be planted. Existing hardwood trees may count toward the minimum number of trees. Trees may be grouped to allow for large lawn cover areas (see tree list in Landscape Standards 8.2.2)

B) Small Flowering Trees:
Small flowering trees(no less than 2 caliper inches) shall be planted in groupings at no less than 1 per 5,000 SF. (see tree list in Landscape Standards).

C) Lawn:
Lawns shall include Bermuda grass in sun to partly shade conditions; St. Augustine shall be provided in dense shade. In conditions with a more natural landscape character, coverage should be a mixture of native grass and wildflower seed. This mixture should contain a minimum of three (3) different species of grass and five (5) different species of wildflowers.

D) Street Lamps:
Street lamps shall be provided along pedestrian paths and at entrances to a Square or Plaza. At least 1/2 of a foot candle must be maintained.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be provided at no less than ten linear feet of seating per 10,000 SF of park area.

F) Irrigation:
Irrigation is required for all landscaped areas.

8.3 PARKING LOT LANDSCAPES

It is the intent of this section to establish standards in harmony with a city's landscape ordinance. However, due to the different development pattern (i.e. parking behind rather than in front of buildings) these standards shall apply where they may conflict with the landscape ordinance, including the Buffer requirements.

8.3.1 LANDSCAPE ISLANDS
In parking lots, landscaped islands must be provided at the end of all parking rows. Landscaped islands shall have a minimum width of 9 feet measured from back of curb to back of curb. A continuous poured-in-place concrete curb shall be provided around parking islands to prevent vehicular intrusion.

8.3.2 TREE ISLANDS
In addition to landscaping islands at the end of all parking rows, tree islands shall be incorporated into the parking lot layout every eight spaces to provide for additional shade. Tree islands shall incorporate a continuous poured-in-place concrete curb and shall be a minimum of 5' from back of curb to back of curb.

8.3.3 PARKING LOT TREES
In parking areas, two shade trees shall be planted in landscape islands at the end of all parking rows. A shade tree shall be installed no further than 30' from each stall. In addition, one shade tree will be provided for each five perimeter parking spaces. The parking lot trees will be a minimum 4 inch caliper balled and burlapped or 3 inch caliper container grown.

8.3.4 STREET TREES
Street trees shall be installed in locations shown on Street Types (Section 5.0), and shall be a minimum of 4" caliper, container grown with a minimum branching height of 9'-0".

8.3.5 MAXIMUM AREA OF PARKING SECTIONS
Parking areas shall be broken into individual sections not to exceed 60 cars. Each section shall be separated by a 10' wide major landscaped buffer to provide visual relief.·

8.3.6 PARKING LOT SCREENING
Any parking lot fronting along a Build-to-Line shall be landscaped at the perimeter and screened from view. A landscaped strip at least three feet wide shall be planted with a shrub hedge at least 30 inches in height at the time of installation and a mature height of 4' to 5'.

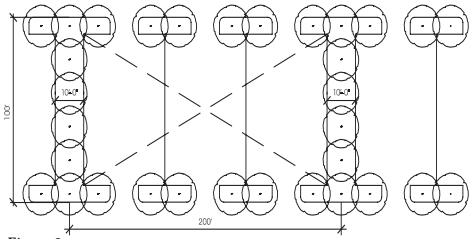


Figure 8a
MAXIMUM PARKING AREA

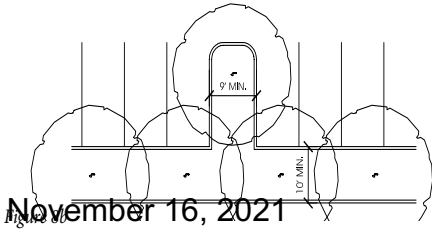


Figure 8b
LANDSCAPE ISLANDS

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8.3.7 STORAGE SCREENING
All loading and storage areas for commercial uses shall be screened from view from public streets and public open space. This provision includes above grade utility transformers, meters, valve boxes or other such apparatus. Screen elements may include permanent walls, fences, plant material or architectural enclosures. Open storage of goods, materials, machinery, equipment, vehicles, plants, trash or other items shall be similarly screened from public view.

8.3.8 IRRIGATION
All landscape areas shall be irrigated with the exception of natural areas and undeveloped areas. All irrigation systems are to be below ground, fully automated systems and in compliance with applicable building code requirements. The use of drip irrigation for shrubs and trees is acceptable. All backflow control devices are to be installed in below-grade Valve boxes or located and screened so that they are not visible from public streets or parking lots. All parking areas, drives and walks are to be "trimmed" to minimize spray onto pavements. Owners shall be required to irrigate to back of the curb of public roads. Oasis will provide reclaimed waste water to all irrigation users.

8.3. EXISTING TREE LOCATIONS
If specimen quality existing trees of 16" DBH or greater are encountered in tree surveys subsequent to the formulation of these standards, modifications to the layout of streets and walks may be considered. Refer to section 11.0 for Revisions to the Regulating Plan.

8.4 IMPLEMENTATION

All public landscape improvements shall be constructed or installed at the time of adjacent street and utility infrastructure construction.

9.1 STORM WATER MANAGEMENT

A Regional Storm water Management approach is desirable for the Oasis District. The benefits of a regional approach to providing storm water detention over an on-site approach are many. They include the following:

- A greater level of confidence in the hydraulic performance of the regional facilities;
- Less land area required thus increasing taxable land base in the District;
- Centralized, focused long term maintenance and thus a greater level of confidence in the long term function of the regional facility;
- Less overall construction, design, and administration costs;
- The ability to combine the regional facilities into an amenity area.

9.2 DRAINAGE STANDARDS
The Oasis District is anticipated to be a moderately high density and impervious cover area and as such the management of storm water runoff will be essential and critical to the ongoing health, safety, and welfare of not only the District, but also areas downstream of the District.

9.3 FLOODING CONDITIONS
There is increased potential for downstream erosion and degradation of water quality due to the increase in frequency of storm water runoff by the smaller more frequent storm events and corresponding increase in storm runoff volume. The increase in volume of runoff and frequency of storm water runoff events will have the effect of eroding the natural downstream waterways and further the potential for flooding. The effects of this can be mitigated by providing detention for the higher frequency (smaller) storm events and/or providing extended detention or a combination of detention/retention.

9.4 REGIONAL DETENTION
Due to the location of the Oasis District and its direct interface with the Midland County detention facility, accomodating approximately the north half of the project. The south half of the project shall drain to a combination of common area detention facilities.

9.5 WET PONDS
Detention may be combined with irrigation reservoirs and/or aesthetic ponds. Sufficient free board shall be designed into the pond to allow for adequate detention volume. These ponds may also be used to create man made wetlands where appropriate.

9.6 TIME OF IMPLEMENTATION
As with open space and landscape improvements, the implementation of drainage and water quality improvements outlined in this section shall be simultaneous with the development of sub basin served by the various drainage phases.



Figure 9a: Storm water management facilities can become a community amenity (Hogan Park Golf Course, Midland, TX)

Bike Path Plan

LEGEND

- 10' - 12' Bikeway
- 6' - 7' Bike lane / track buffered
- Signed bike paths on regular streets
- Signed crosswalk



11.1 GENERAL INTENT

A) Street lights shall be decorative and blend with the architectural style of the buildings in the Oasis District. Exterior lighting in the Public right-of-way will be coordinated with the electric utility provider. Standards for exterior lighting of private development such as parking areas and public spaces shall be subject to the regulations below and enforced by the Master Developer.

B) Street lights and site lights shall provide adequate lighting, while minimizing adverse impacts, such as glare and upward oriented glow. House side shields shall be provided where abutting a residential use. 'Dark Sky' protocols shall be integrated to the greatest extent possible.

11.2 PLACEMENT

A) Along all commercial or mixed use streets, parking areas, sidewalks, walkways, courtyards, community greens, and common open spaces, twelve to fourteen foot high decorative light posts shall be provided at regular intervals. Post shall be spaced at no greater than 60 feet on center on both sides of a commercial or main street and at all street intersections. Lighting on residential streets should be confined to the intersections and corners. Lighting standards shall be consistent throughout each district.

1) Lighting level along commercial streets shall be no less than one-half foot candle and shall be no greater than two foot candles.
2) Lighting level at an intersection of two residential streets (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
3) Lighting level at an intersection of a commercial street and any other street (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
4) Lighting level in parking lots shall be no less than one foot candle and shall be no greater than two foot candles.

B) In parking lots, post heights may be extended to a maximum of 18 feet.

11.3 TYPES

A) Use of metal halide or color corrected LED light sources are required. High pressure and sodium and non-color corrected mercury vapor light sources may be considered in special circumstances.

B) Porch light and yard post lighting are encouraged in residential areas. Where yard post lighting is used post and luminaires shall be of compatible styles.



12.1 INTENT

The following Standards address the number, location, size and types of allowable signs throughout the Oasis District. These signage standards take precedent over the Midland Signage Ordinance and shall be enforced by the Master Developer. Where this section is silent, the standards of the Midland Sign Ordinance, if any, shall apply.

12.2 TYPE AND PLACEMENT

12.2.1 SIGNS AND EXTERIORS
Signing should be designed to directly relate to the exterior design of the building. Signing should not cover important features or cross transitions between features. Signing should be at the first floor level, should not project above the cornice or facia line, and should be primarily oriented to the pedestrian with the exception of the commercial district. However, lettering on second story windows, to identify separate uses located there, is appropriate. Anchor tenants (10,000 sq. ft. or greater) may place signage to within two feet of highest point of facade.

12.2.2 PROJECTING SIGNS
Signs should generally be flush with the facade and not protrude more than eight (8) inches from the wall. Projecting signs may be considered when the sign does not conflict with the building's exterior design.

12.2.3 OTHER PERMITTED SIGNS
Under-canopy shingle type signs and signing painted on canopies or awnings are permitted. Symbolic three-dimensional signs, such as barber poles, are encouraged. Moving and rotating signs are not permitted.

12.2.4 FREESTANDING SIGNS
Freestanding signs are allowed to identify a district, or multiple-business complex. In a multiple business complex one permanent directory or freestanding master identification sign, not to exceed twenty-five (25) square feet per sign face, is allowed at each main entrance to a public street.

12.2.5 SHINGLE SIGN STANDARDS
Shingle sign, also known as blade or projecting signs, may be permitted to be placed on a building frontage only if all of the following Standards are met:

A) Context
The sign is historically accurate or appropriate for the building

B) Visibility
The sign does not impair the visibility of adjacent signs

C) Materials
The size, location and materials of the sign are compatible with the building and conform to the requirements of this section.

D) Height
The height of the sign does not extend above the cornice line of a one story building or the sill of a second floor window.

12.2.6 SIGN CONTENT
A permanent sign is limited to the name and graphic logo of the business, the type of service rendered, the principal brand names or classification of merchandise for sale, and street address. Street addresses are mandatory for each building. Brand names may occupy not more than twenty five percent (25%) of the allowable sign area, except for storefront window signs.

12.2.7 NEON SIGNS
Neon signs are permitted only when all of the following Standards are met:

A) Visibility
The sign does not impair the visibility of adjacent signs.

B) Materials
The sign, location and materials of the sign are compatible with the building and conform to the other requirements of this Section.

C) Associated Use
The sign is more appropriate than an otherwise illuminated sign because of its associated use (e.g. nightclub).

12.3 ALLOWABLE SIGN AREA

12.3.1 MAXIMUM SIGN AREA
A maximum area of one-half (1/2) square foot of signing may be permitted for each linear foot of a business on a primary frontage (facing a public street, public parking lot, or public space) not to exceed forty (40) square feet on any one frontage. A maximum of one-fourth (1/4) square foot of signing may be permitted for each linear foot of a business on a secondary frontage (facing an alley, private driveway, an adjacent building, private parking or service area) not to exceed twenty (20) square feet on any one frontage.

12.3.2 APPLICABILITY
The maximum area of signing noted above shall apply to all wall, window and projecting signs and signs painted on awnings. Further, shingle signs shall not exceed twenty (20) square feet per sign face and shall not project more than five (5) feet from the wall. Shingle signs located under canopies may be the width of the canopy.

12.3.3 FIRST FLOOR SIGNS
Each business with first floor frontage or direct sidewalk access may have a pedestrian-oriented sign attached below a canopy not exceeding five (5) square feet per sign face and with a minimum clearance of eight (8) feet above the sidewalk. Such a sign will not count as part of the maximum business sign allowance.

12.3.4 MULTIPLE TENANT SIGNS
Multiple business directories are intended to address situations where businesses have limited visibility from the adjacent street, and may be permitted when not exceeding two (2) square feet per tenant and twenty (20) square feet total per sign face. Such a sign will not count as part of the maximum business sign allowance.

12.4 MATERIALS

Signs should be painted and/or carved wood, wrought iron, cut out, non reflective metal lettering such as brass, or glass (including stained glass). Signs painted directly on plain surfaces, windows and canvas awnings are generally appropriate. Three dimensional metal "box" signs are not permitted. Decorative neon identification signs may be used as an accent or design feature, but shall not dominate the general appearance of the facade.

12.5 ILLUMINATION

12.5.1 INDIRECT ILLUMINATION
Illumination should generally be indirect such as that provided by "goose necked" light fixtures. In some instances, signs may be flood-lighted or may utilize exposed LED light bulbs.

12.5.2 ILLUMINATED SIGNS NOT PERMITTED
No interior-illuminated signs are permitted. Fluorescent, flashing, and intermittent illumination is not permitted.

12.5.3 ILLUMINATED SCHOOL SIGN
One exception will be allowed in the frontage type F5 to allow one internally lit school marque sign. The internally lit portion of the marque shall not exceed 40 square feet.

12.6 TEMPORARY SIGNS

12.6.1 STORE EVENTS
Temporary signs pertaining to special store events or sales lasting no more than thirty (30) days may be painted or affixed to display windows provided that their total area shall not exceed twenty-five percent (25%) of the window area.

12.6.2 TEMPORARY BANNERS
Banners or other promotional signs may be displayed for up to thirty (30) days. The same or similar signage shall not be replaced within thirty (30) days after removal.

12.7 NON-CONFORMING SIGNS

Non-conforming signs or sign structures shall be removed upon change in tenancy or ownership of the business identified by the sign. No change in copy and/or reuse of non-conforming sign or sign structure shall be permitted in order to identify a new business, product, tenant or occupant.

12.8 UNUSED SIGNS

12.8.1 UNUSED SIGNS
Any sign existing as of or after the effective date of these Standards, which no longer advertises a bona fide business conducted or a product available for purchase by the public, shall be taken down and removed by the owner, agent or person having the beneficial use of the building or structure or land upon to do so.

12.8.2 SIGN REMOVAL BY CITY OR DEVELOPER
Upon failure to comply with such notice within the time specified in such order, the Developer is authorized to cause removal of such sign and any expense incident thereto shall be paid by the owner of the building or structure to which such sign is attached or, if the sign is not attached to a building, then such expense shall be paid by the owner of the sign.

12.9 ILLEGAL CONSTRUCTION

If the Developer finds that any sign has been constructed or erected, or is being maintained in violation of the provisions of this Section, they shall give written notice of such conditions to the permittee. In the event no valid permit exists, the owner will remove or alter the sign so as to comply with this section within thirty (30) days after such notice. Such signs may be removed or altered to comply at the expense of the permittee or the owner of the property upon which the sign is located.

12.10 STREET ADDRESS SIGNS

Building shall display a numerical address sign indicating the legal address in letters not less than four inches in height and clearly visible from the public street.

12.11 PROHIBITED SIGNS

All auto oriented pylon, pole mounted berm mounted, or off-premise identification signs are prohibited. Off-premise directional signs may be approved on a case-by-case basis by the Design Review Board or Town Architect.

PACKET 40.51 November 16, 2021

13.1 ADOPTION AND REVISION OF THE REGULATING PLAN

The Regulating Plan for the Oasis District shall be included in the ordinance zoning for the area as the Oasis District.

13.2 REVISION OF THE REGULATING PLAN

13.2.1 MINOR REVISIONS

The Director of Development Services, or their designee, may administratively approve minor revisions to the Regulating Plan if the Director determines that there are no adverse effects on areas that are part of a final plat nor to the overall intent of the Regulating Plan. The following shall be considered minor revisions:

A) The size of a District Area, including its building or structures, may be revised if the size is increased or decreased by not more than 5% and (a) the Director determines that the basic layout of the District remains the same and (b) the Regulating Plan functions as well as before the revision. Any changes shall be in accord with Section 4.0.

B) The location of a Frontage Type may be revised if the Director determines that the revised location is appropriate.

C) The location or size of an open space may be revised if the overall amount of open space does not decrease by more than ten percent, and the Director determines that the quality and functionality of the revised open space is the same or better.

D) A construction phasing plan for open space improvements may be revised to extend a deadline for completion by not more than six months after the adjacent streets are completed.

E) The locations of major utility facilities and easements may be revised if the Director determines the revised locations are more functional or appropriate.

F) The location of a civic site may be revised if the Director determines that (a)the revised location is appropriate, and (b) the transportation network, the infrastructure, and the overall land use mix are not adversely affected.

13.2.2 MAJOR REVISIONS

All revisions other than those described above are major revisions. Major revisions must be approved by the City Council through a rezoning of the property.

13.3 PRIORITY

Requirements of these standards supersede any inconsistent provisions of the City's Development Codes and Ordinances.

13.4 OTHER PERMITS REQUIRED

A) Building Permit Required
A building permit issued by the City is required for a structure within the District.

B) Construction Permit Required
A construction permit is required for development of more than 1,000 sq. ft. of site area if a building permit is not otherwise required.

C) Site Plan
A site plan must be submitted with the building or construction permit application. A building or construction permit may not be issued unless a site plan complies with these Regulations. A site plan must provide the following information, if applicable:

1. Locations and types of easements;

2. The locations of proposed utility connections;

3. Building location and gross building square footage;

4. Proposed use that complies with the Regulating Plan;

5. Locations, quantity, and dimensions of sidewalks, pedestrian ramps, driveways, parking areas, parking spaces, and off-street loading areas;

6. Information that shows compliance with accessibility requirements;

7. Landscaping, screening, and fencing;

8. Locations of protected trees and significant tree clusters;

9. An erosion and sedimentation control plan;

10. Lot size, setbacks, build-to lines, building height and building coverage;

11. Other information that may be required by the Town Architect or Design Review Board.

D) Architectural Standards
A building or construction permit may not be issued unless the Design Review Board or the Town Architect has certified that the proposed development complies with the architectural standards. This requirement applies to other than single family housing intended for sale.

13.5 PROPERTY OWNERS' ASSOCIATIONS

A) Conditions, Covenants, and Restrictions for all single family residential property within the Oasis District must be filed in the county real property records by the owner before a final subdivision plat may be approved, a lot sold, or a building permit issued.

B) Conditions, Covenants, and Restrictions must be approved by the Master Developer, and they must:

1. Create a Property Owners' Association (or Home Owners' Association) with mandatory membership for each property owner;

2. Establish Design Review Board(DRB) if no Town Architect is hired by the master developer.

3. Establish architectural standards that are in conformity with the requirements of these standards;

4. Collaborate with the Town Architect or DRB to review projects for compliance with the architectural standards and issue certificates of approval;

5. Provide for the ownership, development, management, and maintenance of private open space (except plazas owned by individual property owners), community parking facilities, community meeting halls, and other common areas;

6.Provide for the maintenance of the landscaping and trees within the rigth-of-way;

7. Require the collection of assessments from members in an amount sufficient to pay for its functions;

8. Be effective for a term of not less than 50 years;

9. Require that the Property Owners' Association (or Home Owners' Association) obtain the approval of the Director regarding the disposition and management of private open space, community parking facilities, community meeting halls, and other common areas before it may be dissolved; and

10. Require the Property Owners' Association (or Home Owners' Association) obtain the approval of the Director for amendments to the Conditions, Covenants, and Restrictions which relate to provisions required by this chapter.

13.6 ARCHITECTURAL STANDARDS

The Property Owners Association may establish separate Architectural Standards for non commercial buildings in the District. If created those standards shall accomplish the following:

A) Conditions, Covenants, and Restrictions shall establish architectural standards for the property within the Oasis District. The standards must comply with this section.

B) The architectural standards must achieve the following objectives:

1. Architectural compatibility between residential and commercial buildings;

2. Human scale design;

3. Integration of uses;

3. Encouragement of pedestrian activity;

5. Buildings that relate to and are oriented toward the street and surrounding buildings;

6. Residential scale buildings in Mixed Residential Areas;

7. Buildings that contain special architectural features to signify entrances to the Neighborhood Center Area and important street intersections; and

8. Neighborhood Center Area buildings that focus activity on the neighborhood square.

13.7 LIFE SAFETY CODES

A) Due to the proximity of commercial to residential buildings, voluntary sprinkler compliance should be considered for all commercial buildings and residential buildings over 500 sq. ft. in the district.

B) NFPA Standards for commercial buildings in excess of 500 sq. ft. shall apply.

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0266

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Gary Bellomy		Phone (512) 694-8839 Email garyb@landdesignstudio.com	
Address 3307 Northlandf Drive, Suite 240	City Austin	State TX	Zip 78731

Property Owner Printed Name: Zekelman Property, LLC		Phone (734) 582-2650 Email brandon.ryckman@zekelman.com	
Address 100 West Big Beaver Road, Suite 390	City Troy	State MI	Zip 48084

Representative *(if different from Applicant or Property Owner)* Firm: Land Design Studio Printed Name: Gary Bellomy		Phone (512) 694-8839 Email garyb@landdesignstudio.com	
Address 3307 Nothrland Drive, Suite 240	City Austin	State Texas	Zip 78731

Street Address: N/A - Interstate 20 frontage road between La Mesa Rd and Fairgrounds Rd

Legal Description Section 1, Block 39, T-2-S T&P RR Co Survey, see attachment

Lot: N/A Block: 39 Subdivision: Carolcrest

Current Zoning: Manufactured Housing and Business Park

Proposed Zone: Planned Development *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To allow a mixed used project.

Present Use of Property: Vacant land

Proposed Use of Property: Planned Develepment based on attached Regulating Plan.

How would this zone change affect the public health, safety and welfare? Provide housing opportunities for a variety of income levels with adjacent neighborhood services. All plan elements are in a well connected, walkable form which promotes healthy living.

These project elements are consistent with many of the goals found in the current Comprehensive Plan.

Describe how conditions affecting the property have changed since present zoning designation: Present zoning is TH,Townhouse However the Future Land Use Map designates the tract as a Future Planning Area. The Planned Development designation being sought and the concepts it includes are well aligned with the vision put forth in the Tall City Tomorrow Plan.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland' ~$2,500.00
- Dimensioned Site Plan see Regulating Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 9-10-21
Applicant (printed): Gary Bellomy	
Property Owner (signature):	Date:
Property Owner (printed) :	

Digitally signed by Brandon Ryckman
DN: C=US, E=brandon.ryckman@cmpodular.com, O=Z-Modular, OU=Vice President - Field Services, CN=Brandon Ryckman
Date: 2021.09.13 08:35:06-04'00'

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 TRAVIS

Before me, the undersigned authority, on this day personally appeared Gary Bellomy who, being by me duly sworn, upon oath says: That (s)he is authorized by Zekelman Property LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 10th day of September, 2021, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
Marissa Colleen Peterson
MY COMMISSION EXPIRES
August 12, 2022
NOTARY ID: 12499900-1

NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee Check # 39346	☐ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

09 September, 2021

City of Midland- Planning Department
Attn: Cristina Odenborg Burns
300 N. Loraine
Midland, Texas 79702

To whom it may concern:

I/We, Gary Bellomy, authorize LCA to act as our agent for the platting/zoning purposes regarding our project **Tahoe Lakes Addition, Section 3**. As Client we consent to LCA signing all applications and/or needed documentation, receiving all comments and/or needed information and representing me/us at any all hearings for the duration of this project.

Sincerely,

By: Gary Bellomy
Title: Applicant
Company: Land Design Studio

September 9, 2021
Date:

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Gary Bellomy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Applicant for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of September, A.D., 2021.

Marissa Colleen Peterson
MY COMMISSION EXPIRES
August 12, 2022
NOTARY ID: 12499900-1

Notary Public in and for the State of Texas

My Commission Expires: 08/12/2022

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

METES & BOUNDS DESCRIPTION
OF A 57.55-ACRE TRACT
LOCATED IN SECTION 1, BLOCK 39, T-2-S
T&P RR CO. SURVEY
MIDLAND COUNTY, TEXAS

BEING A 57.55-ACRE REMAINDER OF THAT CERTAIN 101.49-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2010-4195 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, IN SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,688,784.49' & X= 1,762,775.17') A 3/8" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHEAST CORNER OF LOT 1 BLOCK 1 TAHOE LAKES ADDITION, AS RECORDED IN CABINET I, PAGE 190 OF THE MIDLAND COUNTY PLAT RECORDS AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF LATTA STREET AS DESCRIBED IN DOCUMENT NO. 2008-22815 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS HAVING A RADIAL BEARING OF NORTH 37°19'47" WEST;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 330.00 FEET, A DELTA ANGLE OF 33°32'10", AN ARC LENGTH OF 193.15 FEET, A CHORD LENGTH OF 190.41 FEET BEARING NORTH 35°54'06" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF TANGENCY;

THENCE NORTH 19°08'00" EAST WITH THE SOUTH RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 195.48 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 330.00 FEET, A DELTA ANGLE OF 23°09'45", AN ARC LENGTH OF 133.41 FEET, A CHORD LENGTH OF 132.50 FEET BEARING NORTH 07°33'08" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET FOR THE POINT OF TANGENCY;

THENCE NORTH 04°01'57" WEST WITH THE EASTERN RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 24.19 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 295.00 FEET, A DELTA ANGLE OF 23°10'30", AN ARC LENGTH OF 119.32 FEET, A CHORD LENGTH OF 118.51 FEET BEARING NORTH

07°33'31" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET FOR THE POINT OF TANGENCY;

THENCE NORTH 19°04'24" EAST WITH THE EAST RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 36.38 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE WEST CORNER OF THAT CERTAIN 7.53-ACRE TRACT CURRENTLY IN THE NAME OF MIDLAND COUNTY ON THE EAST RIGHT-OF-WAY LINE OF SAID LATTA STREET, WHENCE A 3/8" IRON ROD (CONTROL MONUMENT) FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SAID LATTA STREET AND THE SOUTHERN RIGHT-OF-WAY OF E. TAYLOR AVENUE BEARS NORTH 19°03'10" EAST, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 71°05'09" EAST WITH THE SOUTHERN LINE OF SAID 7.53-ACRE TRACT, A DISTANCE OF 467.02 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT AN ELL CORNER OF THIS SURVEY AND THE NORTHERNMOST CORNER OF THAT CERTAIN 5.57-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2014-17375 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY TEXAS;

THENCE SOUTH 23°20'09" WEST WITH A WEST LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 48.93 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF DEFLECTION OF THIS SURVEY:

THENCE SOUTH 71°08'48" EAST WITH A SOUTH LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 152.80 FEET TO A FOUND 3/8" IRON ROD (CONTROL MONUMENT);

THENCE SOUTH 23°29'35" WEST WITH A WEST LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 300.87 FEET TO A 3/8" IRON ROD FOUND AT THE SOUTHERNMOST WEST CORNER OF SAID 5.57-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 71°49'04" EAST WITH THE SOUTHERN LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 570.74 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE NORTH CORNER OF THAT CERTAIN 4.92-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2010-12057 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY TEXAS AND A POINT OF DEFLECTION OF THIS SURVEY;

THENCE SOUTH 23°35'54" WEST WITH THE WESTERN LINE OF SAID 4.92-ACRE TRACT, A DISTANCE OF 363.93 FEET TO A ½" IRON ROD (CONTROL MONUMENT) FOUND AT THE WEST CORNER OF SAID 4.92-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 72°30'41" EAST, WITH THE SOUTH LINE OF SAID 4.92-ACRE TRACT, A DISTANCE OF 627.03 FEET TO A ½" IRON ROD FOUND AT THE SOUTH CORNER OF SAID 4.92-ACRE TRACT, THE NORTH CORNER OF THAT CERTAIN 2.15-ACRE TRACT AS DESCRIBED IN VOLUME 1817, PAGE 300 OF THE DEED RECORDS OF MIDLAND COUNTY TEXAS AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 19°04'38" WEST WITH THE WESTERN LINE OF SAID 2.15-ACRE TRACT, A DISTANCE OF 269.33 FEET TO A ½" IRON ROD FOUND AT THE WEST CORNER OF SAID 2.15-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 73°48'45" EAST WITH THE SOUTHERN LINE OF SAID 2.15-ACRE TRACT, A DISTANCE OF 157.05 FEET TO A ½" IRON ROD FOUND AT THE

NORTHWEST CORNER OF THAT CERTAIN 1.01-ACRE TRACT AS DESCRIBED IN SAID VOLUME 1817 PAGE 300 OF SAID MIDLAND COUNTY DEED RECORDS FOR AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 08°35'01" EAST WITH THE WESTERN LINE OF SAID 1.01-ACRE TRACT, A DISTANCE OF 293.86 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE SOUTHWEST CORNER OF SAID 1.01-ACRE TRACT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20 FOR THE EASTERNMOST SOUTHEAST CORNER OF THIS SURVEY;

THENCE SOUTH 70°34'45" WEST WITH THE NORTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 899.28 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) CONCRETE MONUMENT WITH A BRASS DISK (CONTROL MONUMENT) FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A SOUTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 11,309.20 FEET, A DELTA ANGLE OF 04°59'56", AN ARC LENGTH OF 986.68 FEET, A CHORD LENGTH OF 986.37 FEET BEARING SOUTH 73°03'27" WEST TO A TXDOT CONCRETE MONUMENT WITH BRASS DISK AT THE POINT OF TANGENCY;

THENCE SOUTH 75°34'27" WEST WITH THE NORTH RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 192.73 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE SOUTHEAST CORNER OF THAT CERTAIN 3.30-ACRE TRACT AS DESCRIBED IN VOLUME 1198 PAGE 204 OF SAID MIDLAND COUNTY DEED RECORDS FOR THE WESTERNMOST SOUTHWEST CORNER OF THIS SURVEY;

THENCE NORTH 14°32'03" WEST WITH THE EAST LINE OF SAID 3.30-ACRE TRACT, A DISTANCE OF 242.05 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 18.61 FEET, A DELTA ANGLE OF 89°59'12", AN ARC LENGTH OF 29.23 FEET, A CHORD LENGTH OF 26.32 FEET BEARING NORTH 59°31'38" WEST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE POINT OF TANGENCY;

THENCE NORTH 75°41'32" EAST, A DISTANCE OF 349.07 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE POINT OF DEFLECTION OF THIS TRACT;

THENCE NORTH 14°33'23" WEST, A DISTANCE OF 173.46 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE POINT OF DEFLECTION OF THIS TRACT;

THENCE SOUTH 75°37'36" WEST, A DISTANCE OF 45.07 FEET A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 83°54'09" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 530.00 FEET, A DELTA ANGLE OF 27°47'11", AN ARC

LENGTH OF 257.03 FEET, A CHORD LENGTH OF 254.52 FEET BEARING NORTH 07°47'45" EAST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE END OF THIS CURVE;

THENCE NORTH 21°41'20" EAST, A DISTANCE OF 522.76 FEET TO 3/8" IRON ROD SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 556.30 FEET, A DELTA ANGLE OF 44°23'54", AN ARC LENGTH OF 431.07 FEET, A CHORD LENGTH OF 420.37 FEET BEARING NORTH 00°30'36" WEST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF TANGENCY;

THENCE NORTH 22°42'31" WEST, DISTANCE OF 86.39 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT AN ELL CORNER OF THIS TRACT;

THENCE SOUTH 32°04'31" WEST, DISTANCE OF 61.92 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT AN ELL CORNER OF THIS TRACT;

THENCE NORTH 42°34'20" WEST, DISTANCE OF 168.30 FEET TO THE POINT OF THE BEGINNING CONTAINING 57.55 SURFACE ACRES.

BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "LAM 20" (Y=10,686,841.66' AND X=1,761,908.42'', ELEVATION = 2775.01 NAVD 29) WITH A THETA ANGLE OF -00°53'17" WITH A COMBINED GRID FACTOR OF 0.999893673 AS PUBLISHED IN US SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LCA

JOHN F. LANDGRAF, RPLS 2410
27 May 2021

STATE OF TEXAS
REGISTERED
JOHN F. LANDGRAF
2410
PROFESSIONAL
LAND SURVEYOR

LCA PROJECT NO. 2021-001

Section 3.1
The Regulating Plan

LEGEND

FRONTAGE TYPES

F1	(Section 4.1) Type F1:	Main Street Commercial
F2	(Section 4.2) Type F2:	Live/Work
F3	(Section 4.3) Type F3:	Townhouse
F4	(Section 4.4) Type F4:	Side Yard House
F5	(Section 4.5) Type F5:	Education / Civic

STREET TYPES

MS-78	Main Street 78' R.O.W.
BVD-VAR	Boulevard Variable R.O.W.
CS-65	Commercial Street 65' R.O.W.
CS-60	Commercial Street 60' R.O.W.
US-50	Urban Street 50' R.O.W.
US-45	Urban Street 45' R.O.W.
US-40	Urban Street 40' R.O.W.
CL-20	Commercial Alley 20' Access Easement
AL-20	Residential Alley 20' Access Easement

PUBLIC OPEN SPACE

PL	Plaza
SQ	Square
GR	Green
GB	Greenbelt
P	Park



NORTH

0 300' 600' 900'

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Section 4.0

Summary of Frontage Types

Complete detailed requirements of Frontage Types can be found in Sections 4.1 through 4.5

FRONTAGES	F1 (See Section F1) Main Street Commercial	F2 (See Section F2) Live/Work	F3 (See Section F3) Townhouse	F4 (See Section F4) Sideyard House	F5 (See Section F5) Education
PERMITTED USES	Retail Sales and Service (20,000 SF max per tenant) Office/Research and Development Lodging/Hotel Multi-Family Residential Single Family Attached Residential Day Care	Limited Retail (≤3,000 SF) Limited Office (≤3,000 SF) Lodging/Hotel (≤10 rooms) Multi-Family Residential (≤10 dwelling units Single Family Attached Residential	Single Family Attached Residential	Single Family Detached Residential Ancillary unit	Public or private School
CONDITIONAL USES	Manufacturing (10,000 SF max. per tenant) Congregate Care (100 room max)	None	Home Occupation	Home Occupation	None
PROHIBITED USES	Vehicle Sales Auto Service & Repair Auto Parts Sales Gas Stations Auto Body Painting and Repair Drive-Through Commercial Storage &Warehouse Single Family Detached Residential Sexually-Oriented Businesses	Same as F1 - Main Street	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing
LOT WIDTH	30' min. 240' max (30' increments)	20' min. 40' max	20' min. 40' max	35' min. 60' max	90' min. no max.
LOT DEPTH	No Minimum Maximum limited by block size	No Minimum Maximum limited by block size	80' min. 125' max.	80' min. 150' max.	50' min. no max.
BUILDING HEIGHT	2 stories or 25' minimum 5 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 2.5 stories maximum	2 stories minimum 5 stories maximum
SIDE SETBACK	None	None	None	2.5' on one side & 10' on the opposite side	5'
BUILD-TO LINE	0' to 10' from property line (on designated primary frontage)	0' to 10' from property line (on designated primary frontage)	10' from property line (on designated primary frontage)	20' from property line (on designated primary frontage)	90' from property line (on designated primary frontage)
REAR SETBACK	None	None	5' from Alley	5' from Alley	N/A
PARKING RATIOS					
Retail	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Office	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Lodging/Hotel	1 space per Room	1 space per Room	N/A	N/A	N/A
Residential	1.5 spaces per Unit	1.5 spaces per Unit	2 spaces per Primary Unit plus 1 space per ancillary unit	2 spaces per Primary Unit plus 1 space per ancillary unit	N/A
Congregate Care	1.0 spaces per every 2 beds	NA	NA	NA	N/A
Manufacturing	1.0 spaces per 600 GSF	N/A	N/A	N/A	N/A
Education	1.0 spaces per 575 GSF	N/A	N/A	N/A	1.0 spaces per 575 GSF

Table 4.01

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November 16, 2021

OASIS

A NEW VISION FOR DEVELOPMENT IN MIDLAND



REGULATING PLAN AND DEVELOPMENT STANDARDS

07/27/2021 (R)

PACKET 40.63 November 16, 2021

Oasis
Regulating Plan and Development Standards
Midland, Texas

CITY COUNCIL

Patrick Payton • Mayor
Scott Dufford • Council Member
Spencer Robnett• Council Member
John Norman • Council Member
Jack Ladd• Council Member
Lori Blong• Council Member
Michael Trost• Council Member

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Chase Gardaphe • Commission Member
Stacy Jo Grosse • Commission Member
Diane Williams • Commission Member
Karen Bryant • Commission Member
Emily Holeva • Alternates
Adrian Carrasco • Alternates

OASIS PLANNING TEAM
Land Design Studio • Urban Planning & Design
LCA • Civil Engineers

PLANNED DEVELOPMENT CREATION

An action creating the PLANNED DEVELOPMENT district number _____ for Oasis.

This Regulating Plan is approved by the Planning and Zoning Commission on _____ ___, 2021 and takes effect on _____ ___, 2021

Passed and Approved:

_____, 2021 _____ _____, Chairman

Attest:_____ _____, Recording Secretary

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The Oasis Plan

Oasis was conceived as a new mixed-use, mixed-income neighborhood for the City of Midland, offering local retail, daily services, and residential development all in close proximity to one another. The goal is to offer a quality development in a previously undeveloped area near the core of the city.

While this form of development is traditional from a historic standpoint, it no longer represents conventional suburban development patterns. Traditional Neighborhood Development principles form the backbone for the design decisions that have been made in creating the Oasis plan. Many of these principles are rooted in time-tested methodologies and practices, but vary from current development models in most cities around the country. Consequently, the Oasis team has crafted a Regulating Plan and Development Standards in order to assist the City of Midland in administration of the development and allow the Master Developer to utilize a new form of development regulation in the build-out of Oasis.

The Regulating Plan and Development Standards streamlines the entitlement and site planning process while outlining the desired form of development in greater detail than single purpose zoning regulations.

PRINCIPLES OF TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)

These are the principles that have been integrated into the Oasis plan. Each principle is followed by the reason or condition that has caused us to pursue this form of development.

1. Cluster retail and basic services together along a single street, without expansive parking lots between them.

This allows people to 'park once' and walk from store to store, reducing vehicle-miles traveled and the congestion often associated with new suburban retail locations.

2. Locate the parking behind the building, shading the parking and providing broad sidewalks in front of the stores, shaded by street trees.

Shaded parking and pedestrian-oriented sidewalks greatly enhances the experience of coming and going from that retail space. Trees have consistently been shown to increase land values, even if only used to shade or screen parking.

3. Integrate residential in close proximity to retail to create a more walkable, sustainable, and usable neighborhood.

If people can walk or bike to work or shopping locations, a second household vehicle may become optional. This flexibility is also enhanced by alternative transportation options. In communities around Texas and around the country, neighborhoods offering this degree of flexibility are consistently becoming more desirable than neighborhoods that isolate residential from commercial uses.

4. Buildings are required to be built adjacent to the edge of the sidewalk, clearly defining a public street space known as 'the public realm'. Parking is predominantly located in the back of buildings, improving the visual connection of buildings to the street. Parking is connected to the front sidewalk by pedestrian passages between buildings.

Placing commercial space directly on the sidewalk improves the experience of walking along the sidewalk and improves the retailing performance by a continous pedestrian activity zone.

5. Provide moderately dense housing alternatives for people less interested in, or not needing a large house and yard.

Conventional suburban housing is often designed for families with two parents and kids, assuming they are looking for a large house and yard. This demographic now represents a much smaller part of the market than it used to, and increasingly, buyers are looking for smaller homes with less maintenance. The townhouse and cottage neighborhoods included in Oasis are designed to offer a variety of homes catering to a variety of ages and income levels.



Above is an artist's rendering of the desired look and feel of a commercial/mixed use street in Oasis - retail shop fronts are pulled up to the shaded sidewalk, parking is provided along the street and behind the buildings. Sidewalks are generous and street widths are narrower than usual. All streets are designed to accommodate pedestrians and cyclists as well as low speed auto traffic.

PACKET



Oasis' Main Street encourages development of retail frontages and public spaces. This artist's rendering illustrates the possibility of a public open space anchoring one side of the street. Evening entertainment and dining within Oasis would add to the quality of the neighborhood by offering walkable destinations other than just for shopping.



The plan includes a location for a K-12 public charter school. Additionally, Oasis has several acres of public open space of various sizes located throughout the community.

November 16, 2021

Section 2.0
How to Use These Standards

PACKET 09.09
November 16, 2021

The intent of the Development Standards is to create a clear and predictable system of mandatory design standards that become enabling tools to create a more varied and inherently richer form of community. This form of community embraces a diversity of uses, people, and buildings. The standards are prescriptive, that is, they delineate the desired result and enable its success. The standards are graphic by nature as drawings can more clearly communicate what is prescribed under, or enabled by the standards. The standards are organized into four principle sections, The Regulating Plan, The Frontage Types, The Street Types and Other Standards. Used in concert, these four components form a "Graphical User Interface" utilized by the public and private sectors to expedite the permitting and development process.

DEVELOPMENT PROCEDURE

Component developments in the various Frontage Type Districts will have the incentive of speed to delivery in that the first two steps in the development process, Zoning and Preliminary Plat, are approved by the adoption of this Regulating Plan. Final plats will follow the same procedure as other projects, but will be aided by being components of the Regulating Plan. Building permits and approval of construction plans for infrastructure will follow the review and approval procedures currently in place.

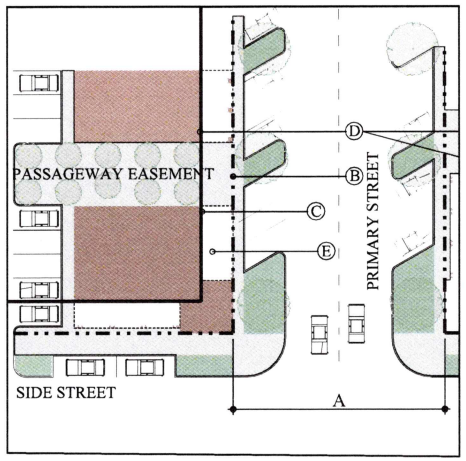
THE REGULATING PLAN

The Regulating Plan lays out the street grid and precisely marks the various urban design regulations within the Standards which are used to produce the community design or town plan. The Regulating Plan designates where and how the Frontage Types are appropriately combined with the various Street Types. The Regulating Plan also designates sites to be set-aside for public open spaces and special sites reserved for civic buildings (such as town halls, schools, and churches).



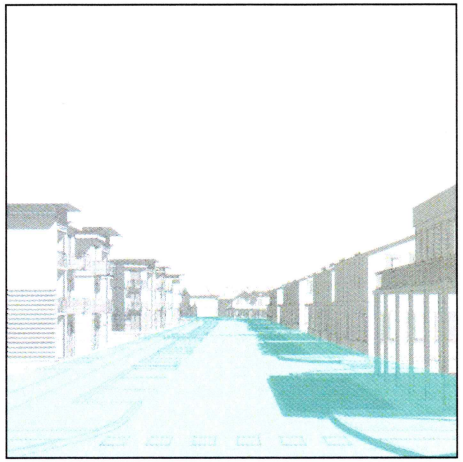
THE FRONTAGE TYPES

The Frontage types take the place of typical zoning categories. Each Frontage type defines the required placement of buildings (build-to-line), the minimum and maximum height, parking standards, architectural standards, and allowable uses for the property. By using a Frontage type instead of traditional zoning, the standards require that buildings meet the sidewalk in a particular way, ensuring the quality of the pedestrian experience.



THE STREET TYPES

The Street Types set out, according to the Regulating Plan, the physical parameters of each street including right-of-way and pavement width, design speed, parking, placement of street trees, etc. The Street Type combined with the Frontage Type establishes the all-important public realm. The public realm is the space defined by opposing building fronts which contains the sidewalks, streets, and open spaces.



OTHER STANDARDS

Other Standards including Open Space, Landscape, Drainage and Signage augment the Frontage and Street Types by filling in important details. These details serve to define the quality of the community beyond what type of building should be built. They set out and ensure what the quality of the public realm will be.



PACKET

THE ILLUSTRATIVE PLAN

This plan for Oasis represents one potential build-out option and is not intended to replace individual site plans. Streets, block patterns, and land uses shown on this plan are defined and enabled by the Regulating Plan on the following pages.



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November 16, 2021

Section 3.0
Definitions

PACKET 4 November 9, 2021

For the purposes of these Development Standards, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in this section:

Accessory Dwelling Units
A secondary living space which shares ownership and utility connections, and which is on-site with a primary living space and that may be contained within the same structure as is the primary living space, or may be contained in a separate structure.

Appurtenances: Spires, belfries, cupolas, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

Arcade: a Private Frontage conventional for Retail use wherein the Facade is a colonnade supporting habitable space that overhangs the Sidewalk, while the Facade at Sidewalk level remains at the Build to Line.

Avenue (AV): a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

Bed and Breakfast: An owner-occupied Lodging type offering 1 to 5 bedrooms, permitted to serve breakfast in the mornings to guests.

Bicycle Lane (BL): a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping or other markings.

Block: the aggregate of private Lots, Passages, Rear Alleys and Rear Lanes, circumscribed by Thoroughfares.

Boulevard (BV): a Thoroughfare designed for high vehicular capacity and moderate speed, traversing an Urbanized area. Boulevards are often equipped with Slip Roads buffering Sidewalks and buildings.

Civic: the term defining not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and/or municipal parking.

Build-to Line (BTL): The line within a property defining the maximum horizontal distance between a building and the adjacent street right of way line.

City: refers to the City of Midland, Texas

Civic Building: a building operated by not-for-profit organizations dedicated to arts, culture, education, economic development, recreation, religion, government, transit, and municipal parking, or for use approved by Oasis.

Civic Uses: The use of a parcel of land for one or more of the following purposes: park and recreation services, cultural services, religious assembly use, safety and medical services, or transit stops.

Commercial: the term collectively defining workplace, Office, Retail, Service, Sales, Display and Lodging Functions.

Diameter at breast height (DBH): Standard method, in forestry terminology, of expressing the diameter of the trunk of a tree at approximately four feet above grade.

Design Speed: is the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. There are four ranges of speed: Very Low: (below 20 MPH); Low (20-25 MPH); Moderate: (25-35 MPH); High: (above 35 MPH). Lane width is determined by desired Design Speed. Design Speed is related to but separate from the posted Speed Limit.

Developer (Master Developer): Oasis Development Corporation, a Texas Limited Liability Company, or assigns; serves as the owner and development entity for the Oasis project.

Director: The Director of Planning for the City of Midland.

District: An area of land developed with similar, distinguishing characteristics or uses as defined by Frontage Type.

Driveway: a vehicular lane within a Lot, often leading to a garage.

Effective Turning Radius: the measurement of the inside Turning Radius taking parked cars into account.

Elevation: an exterior wall of a building not along a Frontage Line. See: Facade.

Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

Facade: the exterior wall of a building that is set along a Frontage Line. See Elevation.

Forecourt: a frontage wherein a portion of the facade is at the build-to line while a significant portion is setback allowing suitable space for a garden, terrace or entry courtyard.

Frontage: The area between a building Facade and the vehicular lanes, inclusive of its built and planted components. Frontage is divided into Private Frontage and Public Frontage.

Frontage Line: a Lot line bordering a Public Frontage,ie the R.O.W. line. Facades facing Frontage Lines define the public realm and are therefore more regulated than the Elevations facing other Lot Lines.

Green: a Civic Space type for unstructured recreation, spatially defined by landscaping rather than building Frontages and having at least one boundary fronting on a public right-of-way.

Half-Story: the portion of a buildings habitable, conditioned space such as an attic or basement with windows.

Home Occupation: non-Retail Commercial enterprises. The work quarters should be invisible from the Frontage, located either within the house or in an Outbuilding.

Live-Work (or Work-Live): a Mixed Use unit consisting of a Commercial and Residential Functions. The Commercial and/or Residential Function may be anywhere in the unit. It may to be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry or it may be leased.

Lodging: Premises available for daily and weekly renting of bedrooms.

Lot Line: the boundary that legally and geometrically demarcates a Lot.

Lot Width: the length along the Principal Frontage Line of a Lot.

Oasis: Oasis Development Corporation, a Texas Limited Liability Company, or assigns; serves as the owner and development entity for the Oasis project.

Off-Street Parking: Vehicular parking outside the street right-of-way that have adequate drives, aisles, and turning and maneuvering areas for access and usability.

Office: uses associated with buildings occupied for the transaction of business, excluding retail and manufacturing.

On-Street Parking: Vehicular parking contained on the street pavement (public and private streets) located outside the primary travel way, which spaces shall be designated and located parallel or at an angle to the street centerline.

Open Space: A parcel or parcels of land or an area of water, or a combination of land and water, which may include floodplain and wetland areas, within a development area and intended for the use and enjoyment of residents of the development area and, where designated, the community at large, which may be landscaped and improved.

Park: a Public Space type that is available for rest and recreation, may be privately developed and maintained but publicly accessible and having at least one boundary fronting on a public right-of-way.

Planned Development (PD): a development in which the applicable code restrictions, other density requirements, may be modified and/or applied to the development as a whole rather than to each individual lot.

Plaza: a Civic Space type designed for Civic purposes and Commercial activities in the more urban Transect Zones, generally paved and spatially defined by building Frontages and having at least one boundary fronting on a public right-of-way.

Primary Street: . The primary street will be determined based on the following criteria:
1. The street with the highest street classification;
2. The street abutting the longest face of the block;
3. The street generally parallel to an alley within the block.

Principal Building: the main building on a Lot, usually located toward the Frontage.

Regulating Plan: a Zoning Map or set of maps that shows the Use Zones, Civic Zones, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by the Development Standards.

Retail: uses for commercial enterprises established for the sale of goods and services.

Residential: uses associated with buildings occupied for the purpose of long term human habitation, excluding short term lodging.

Shared Parking Factor: an accounting for parking spaces that are available to more than one Function.

Shopfront: a Private Frontage conventional for Retail use, with substantial glazing and an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade.

Side Yard Lot: A Lot created for the purpose of a dwelling to be constructed along or near an interior side Lot line with a yard created on the opposite side of the Lot.

Sideyard Building: a building that occupies one side of the Lot with a Setback for a yard on the other side. This type can be a Single or Duplex depending on whether it abuts the neighboring house.

Square: a Civic Space type designed for unstructured recreation and Civic purposes, spatially defined by building Frontages and consisting of Paths, lawns and trees, formally disposed and having at least one boundary fronting on a public right-of-way.

Story: a habitable level within a building, excluding an Attic or raised basement and not exceeding 15 feet in height.

Town Architect/Design Review Board: A licensed Architect or designated committee, contracted by Oasis, with the responsibility of reviewing development concepts, finished construction drawings or completed construction for aesthetic compliance with the overall concept of the Oasis project.

Section 3.1
The Regulating Plan

LEGEND

FRONTAGE TYPES

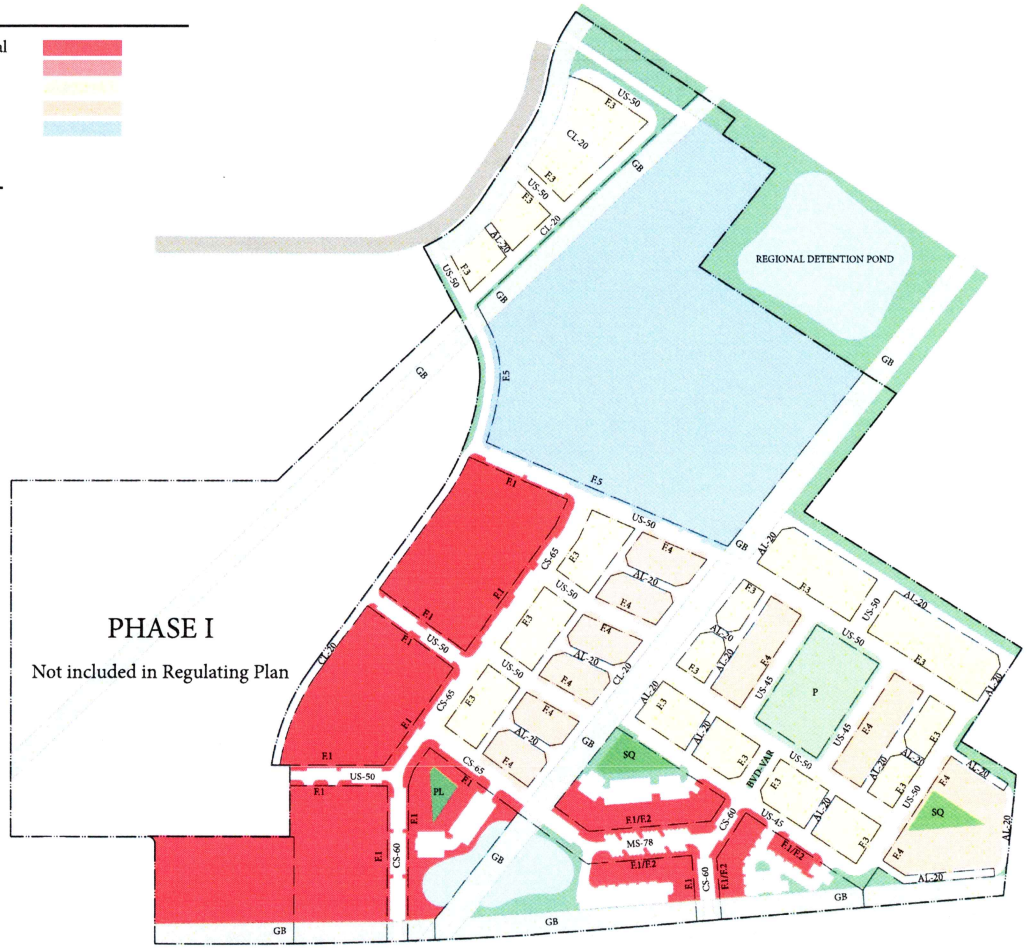
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F5	(Section 4.5) Type F5:	Education / Civic

STREET TYPES

MS-78	Main Street 78' R.O.W.
BVD-VAR	Boulevard Variable R.O.W.
CS-65	Commercial Street 65' R.O.W.
CS-60	Commercial Street 60' R.O.W.
US-50	Urban Street 50' R.O.W.
US-45	Urban Street 45' R.O.W.
US-40	Urban Street 40' R.O.W.
CL-20	Commercial Alley 20' Access Easement
AL-20	Residential Alley 20' Access Easement

PUBLIC OPEN SPACE

PL	Plaza
SQ	Square
GR	Green
GB	Greenbelt
P	Park



PACKET

HOW DOES A FRONTAGE TYPE CODE WORK?

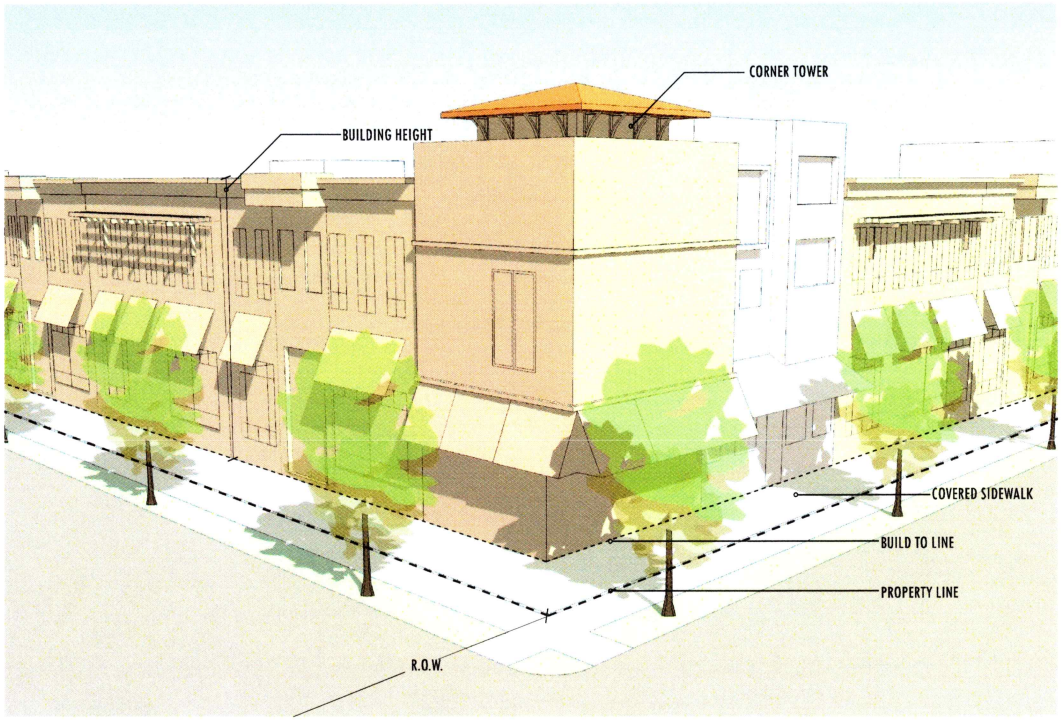
The Oasis Regulating Plan is a Frontage Type code; this means that land uses, height restrictions, parking requirements, etc. are defined by street frontage, rather than by zoning of a particular parcel. In most cases, a parcel will have only one frontage designation; however, unlike traditional zoning, the Frontage Type code prescribes the location of buildings in a way that forms a quality public realm between buildings.

Another unique element of this Frontage Type code is that density is limited primarily by parking requirements. There is no mandated mix of uses, nor compatibility restrictions; instead, frontage types have been assigned in a way that forms a cohesive neighborhood with market flexibility as the project is built out.

Each Frontage Type has a text description and a site plan diagram to help illustrate the intended regulation. The summary Table 4.01, gives a snapshot of the five frontage types designated within the Oasis Regulating Plan.

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Summary of Frontage Types

Complete detailed requirements of Frontage Types can be found in Sections 4.1 through 4.5

FRONTAGES	F1 (See Section F1) Main Street Commercial	F2 (See Section F2) Live/Work	F3 (See Section F3) Townhouse	F4 (See Section F4) Sideyard House	F5 (See Section F5) Education
PERMITTED USES	Retail Sales and Service (20,000 SF max per tenant) Office/Research and Development Lodging/Hotel Multi-Family Residential Single Family Attached Residential Day Care	Limited Retail (≤3,000 SF) Limited Office (≤3,000 SF) Lodging/Hotel (≤10 rooms) Multi-Family Residential (≤10 dwelling units Single Family Attached Residential	Single Family Attached Residential	Single Family Detached Residential Ancillary unit	Public or private School
CONDITIONAL USES	Manufacturing (10,000 SF max. per tenant) Congregate Care (100 room max)	None	Home Occupation	Home Occupation	None
PROHIBITED USES	Vehicle Sales Auto Service & Repair Auto Parts Sales Gas Stations Auto Body Painting and Repair Drive-Through Commercial Storage &Warehouse Single Family Detached Residential Sexually-Oriented Businesses	Same as F1 - Main Street	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing
LOT WIDTH	30' min. 240' max (30' increments)	20' min. 40' max	20' min. 40' max	35' min. 60' max	90' min. no max.
LOT DEPTH	No Minimum Maximum limited by block size	No Minimum Maximum limited by block size	80' min. 125' max.	80' min. 150' max.	50' min. no max.
BUILDING HEIGHT	2 stories or 25' minimum 5 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 2.5 stories maximum	2 stories minimum 5 stories maximum
SIDE SETBACK	None	None	None	2.5' on one side & 10' on the opposite side	5'
BUILD-TO LINE	0' to 10' from property line (on designated primary frontage)	0' to 10' from property line (on designated primary frontage)	10' from property line (on designated primary frontage)	20' from property line (on designated primary frontage)	90' from property line (on designated primary frontage)
REAR SETBACK	None	None	5' from Alley	5' from Alley	N/A
PARKING RATIOS					
Retail	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Office	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Lodging/Hotel	1 space per Room	1 space per Room	N/A	N/A	N/A
Residential	1.5 spaces per Unit	1.5 spaces per Unit	2 spaces per Primary Unit plus 1 space per ancillary unit	2 spaces per Primary Unit plus 1 space per ancillary unit	N/A
Congregate Care	1.0 spaces per every 2 beds	NA	NA	NA	N/A
Manufacturing	1.0 spaces per 600 GSF	N/A	N/A	N/A	N/A
Education	1.0 spaces per 400 GSF	N/A	N/A	N/A	1.0 spaces per 400 GSF

Table 4.01

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Section 4.1

Frontage Type F1 : Main Street Commercial

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4.1.1 DEVELOPMENT REGULATIONS

4.1.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.
2) If a forecourt is utilized it may occupy up to 50% of the frontage

B) Rear and side setbacks:
Not required

C) Encroachment:
Arcades and corner towers with occupied or unoccupied space may encroach beyond the Build-to Line to the Property Line. Arcades and corner towers shall encroach a maximum of 10'. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to line.

D) Pedestrian Passageways:
If parking is provided behind a building, pedestrian passageway must be provided at the ground level providing access to the parking area from the from the Right-of-Way. The passageway shall be a minimum 15' in width and one full floor in height. The passageway may be covered by additional occupied floors or a roof structure.
1. When pedestrian passageways are required, one must be provided for every 150' of frontage.

E) Covered sidewalks:
Covered sidewalks shall be constructed along a minimum of 80% of the primary building facade. Covered sidewalks may be provided as arcades or shop-fronts (fig.4.1A).
1) Covered sidewalks and associated structures may encroach beyond the build-to-line up to the property line. Occupiable space may be constructed above the covered sidewalk and may also encroach beyond the build-to-line up to the property line.
2) Building facades with a covered sidewalk may be constructed a maximum of 3' behind the build-to-line.
3) Arcades shall be constructed to provide a minimum of 8' clear walkway between vertical supports and building facade.
4) Shop-fronts (fig.4.1A) shall provide a minimum of 8' of continuous covered walkway width.
5) If the building does not occupy the entire frontage the sidewalk must still occupy 100% of the frontage.

F) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas Accessibility Standards.

G) Minimum and Maximum Wall Height:
The maximum building height shall be five stories. Buildings shall be a minimum of two stories or 25' in height at the primary building facade.

4.1.1.2 PARKING

A) Parking spaces shall be 9' width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to satisfy minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may replace conventional parking requirements outlined in Use Standards below. Minimum parking requirements may be reduced by 15% percent if shared parking lots serve more than a single use (e.g. Restaurants and Office) long term shared parking agreement shall apply.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking Garages
Structured parking may be provided for optimal land use efficiency. Parking structure shall meet architectural standards.

4.1.2 USE STANDARDS

4.1.2.1 RETAIL

A) Defined Retail Use:
Retail uses include commercial enterprises established for the sales of goods and services including shops, entertainment establishments, banking, restaurants, and hotel lobbies, eateries and day care facilities.
1) No single retail space shall exceed 20,000 SF per floor.
2) Retail uses shall provide parking at 4 spaces per 1,000 square feet.

4.1.2.2 OFFICE

A) Office Uses Defined:
Office uses are those associated with buildings occupied for the transaction of business, excluding retail and manufacturing.
1) Office uses shall provide parking at 4 spaces per 1,000 square feet (no maximum square footage)

4.1.2.3 LODGING

A) Lodging Uses Defined:
Lodging uses are those associated with buildings occupied for short-term (not to exceed three consecutive weeks) human habitation.
1) Lodging uses shall provide 1 parking space per lodging unit. (no maximum number of units)

4.1.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 1.5 spaces per dwelling unit. (no maximum density)
2)Multifamily residential uses may provide detached garages for up to 10% of total dwelling units and may include storage outside dwelling unit not to exceed a rate of 2 storage units per garage.

4.1.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Design Review Board or Town Architect. The following may be acceptable conditional uses in areas designated F1:
1) Limited Manufacturing:
No single manufacturing occupied building space shall exceed 10,000 SF. All rear service yards and visible materials must be screened by a solid masonry wall at least 6 ft. tall. The parking requirement shall be negotiated according to the specific manufacturing activity. Screens shall match adjacent architecture.
2) Congregate Care:
Longterm residential facilities offering skilled nursing services are allowed, not to exceed 100 beds. Related single family attached residences for individuals utilizing services of the congregate care facility are allowed so long as they are owned and managed by the congregate care provider.

4.1.2.6 PROHIBITED USES

A) See prohibited use Table 4.01

4.1.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.1.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historic.

A) Building massing and facades:
No single building facade type shall exceed 90' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), wood or engineered wood. Exterior insulation finishing system (E.I.F.S.) may be used above the first story or a minimum of 12' above grade, whichever is higher. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas/poly membrane. Plastic or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Signage: refer to signage standards (section 9.0)

F) Bicycle racks:
One bicycle rack shall be provided per 10,000 square feet of occupied building area. Bike racks may be ganged together block-by-block and located in the Passageway Easements.

G) Roofs:
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. Composition shingles are permitted only where not visible from a public right-of-way. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level from either the front or side. Screening devices may be parapet extensions or free standing and shall be of material similar to the base building.

H) Glazing:
Glazed openings shall be at least 40 percent of the wall surface along a build-to line at the ground level and 25 percent on upper floors. Glazing shall not exceed 80 percent.
1) Framing shall be commercial grade painted wood, aluminum, or steel.
2) Glazing shall be clear; no reflective or spandrel glass is permitted.
3) Window openings shall be vertical or square in proportion.

Frontage Type F1 : Main Street Commercial

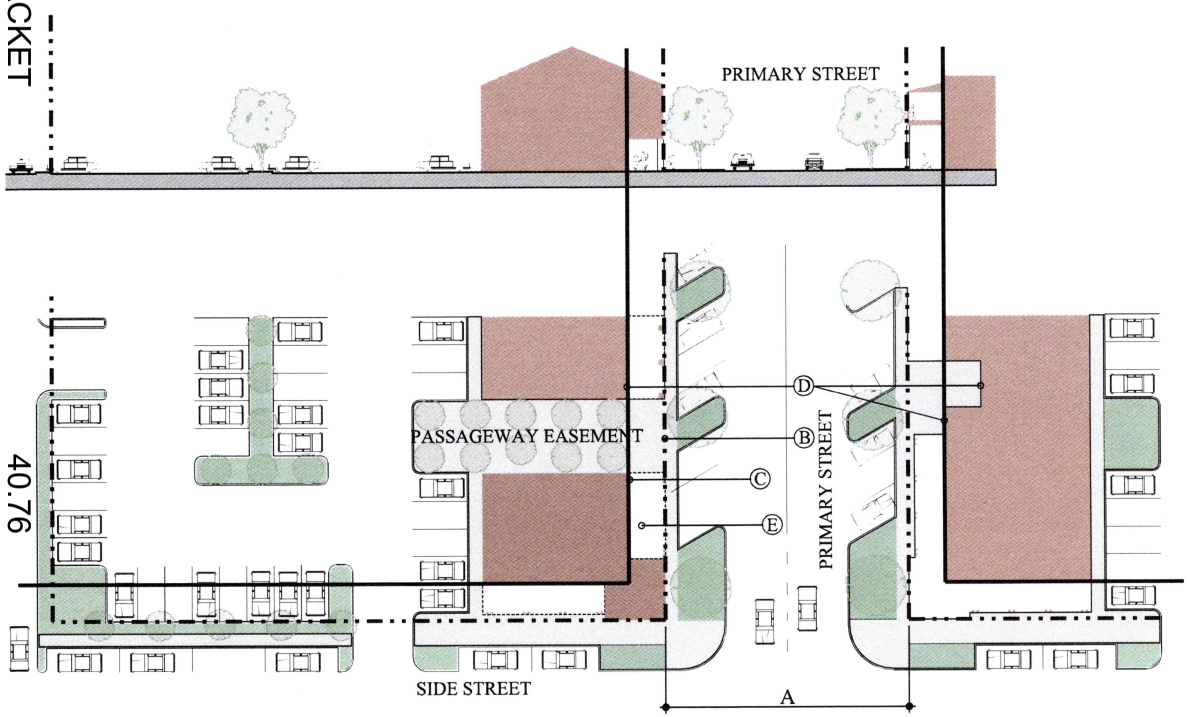


Figure 4.1 Frontage Type - Main Street Commercial

KEYED NOTES

Frontage Type F1: Main Street Commercial

A Right of Way; see street types and standards

B Property Line:

C The Build-to-Line, 0' to 10' setback from the property line

D Primary Building Facade; constructed along 80% of the length of the Build-to-Line

E Covered Sidewalk; may encroach in the setback up to the property line, minimum of 8' deep

F First floor elevation flush with sidewalk or fully accessible

G Building height; 2 stories or 25' minimum; 5 stories maximum

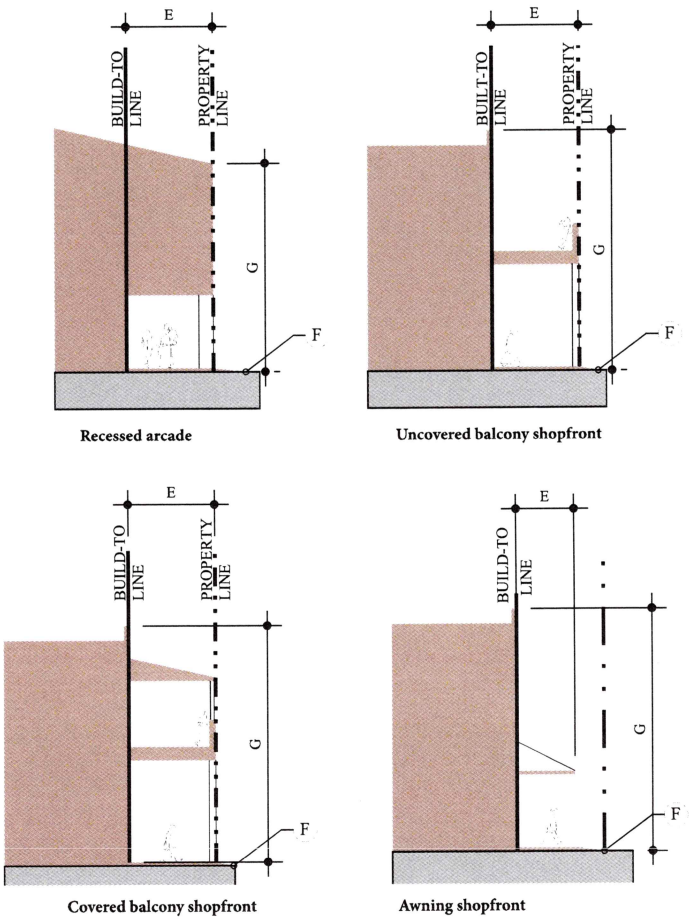


Figure 4.1A
STREET FRONTAGE ARCHITECTURAL OPTIONS

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40.2
November 16, 2021

4.2 DEVELOPMENT REGULATIONS

4.2.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.

B) Rear and side setbacks:
Not required

D) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 8' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) Stoops and/or porches shall be spaced no more than 60 linear feet along the Build-to-Line within a single parcel.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Not required

J) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas accessibility standards.

K) Minimum and Maximum Wall Height:
The maximum building height shall be three stories. Buildings shall be a minimum of two stories at the primary building facade.

4.2.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to satisfy minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may replace conventional parking requirements outlined in Use Standards below. Minimum parking requirements may be reduced by 15% percent if shared parking lots serve more than a single use (e.g. Restaurants and Office)

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 25%.

F) Parking Garages
Structured parking may be provided for optimal land use efficiency. Parking structure shall meet architectural standards.

4.2.2 USE STANDARDS

4.2.2.1 RETAIL (limited)

A) Defined Retail Use:
Retail uses include commercial enterprises established for the sales of goods and services including shops, entertainment establishments, banking, restaurants, and hotel lobbies and eateries.
1) Retail uses shall provide parking at 4 spaces per 1,000 square feet (maximum of 3,000 square feet)

4.2.2.2 OFFICE (limited)

A) Office Uses Defined:
Office uses are those associated with buildings occupied for the transaction of business, excluding retail and manufacturing.
1) Office uses shall provide parking at 4 spaces per 1,000 square feet (maximum of 3,000 square feet)

4.2.2.3 LODGING (limited)

A) Lodging Uses Defined:
Lodging uses are those associated with buildings occupied for short-term human habitation.
1) Lodging uses shall provide 1 parking space per lodging unit. (maximum of 10 units)

4.2.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 1.5 spaces per dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.2.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Master Developer. The following may be acceptable conditional uses in areas designated F2:
1) Multifamily Residential:
Townhouse lots may be combined to create multifamily development parcels. Architectural massing shall remain consistent with that of surrounding uses, as determined by the Town Architect. Multifamily uses shall be allowed a maximum height of 4 stories and not exceed 20 dwelling units. A maximum of 25% of all combined F2 and F3 frontage may be used for Multifamily Residential.
2) Home occupation permitted

4.2.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.2.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.1.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades:
No single building facade type shall exceed 90' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), wood or engineered wood. Exterior insulation finishing system (E.I.F.S.) may be used above the first story or a minimum of 12' above grade, whichever is higher. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas/poly membrane. Plastic or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Signage: refer to signage standards (section 9.0)

F) Bicycle racks:
One bicycle rack shall be provided per 10,000 square feet of occupied building area. Bike racks may be ganged together block-by-block and located in the Passageway Easements.

G) Roofs:
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. Composition shingles are permitted only where not visible from a public right-of-way. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level from either the front or side. Screening devices may be parapet extensions or free standing and shall be of material similar to the base building.

H) Glazing:
Glazed openings shall be at least 30 percent of the wall surface along a build-to line at the ground level and 20 percent on upper floors. Glazing shall not exceed 70 percent.
1) Framing shall be commercial grade painted wood, aluminum, or steel.
2) Glazing shall be clear; no reflective or spandrel glass is permitted.
3) Window openings shall be vertical or square in proportion.

Frontage Type F2 : Live-Work

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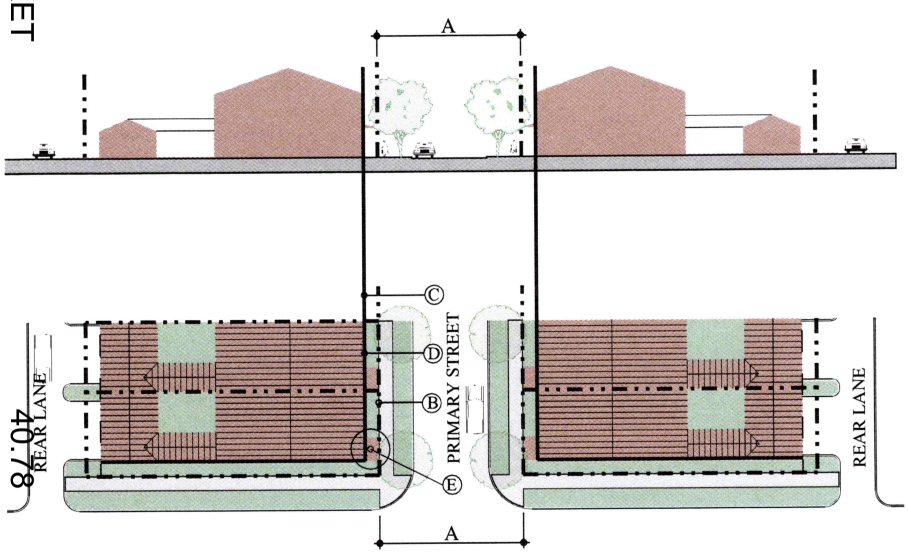


Figure 4.2: Frontage Type- - Livework

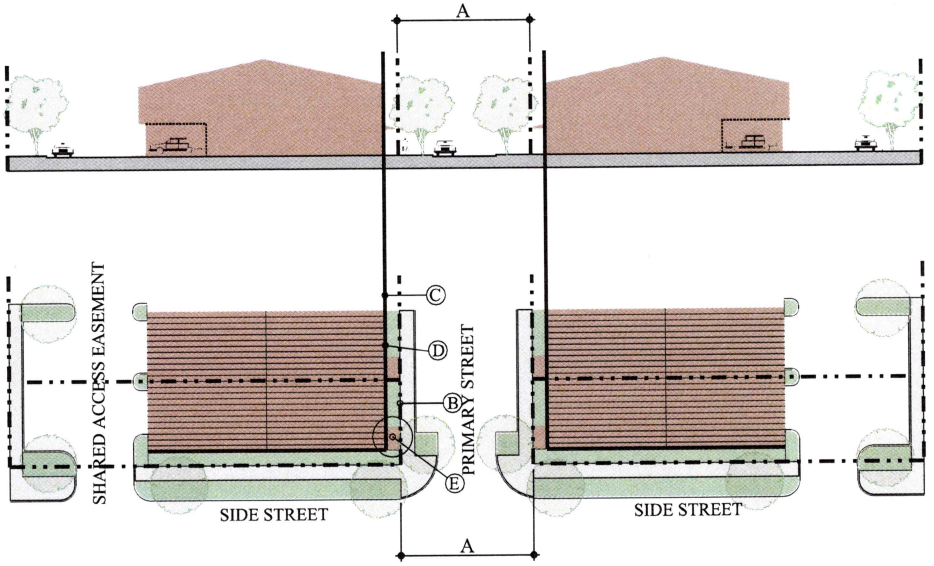


Figure 4.2a
TYPE F2 with TUCK-UNDER GARAGE

KEYED NOTES

Frontage Type F2: Livework

- Right of Way; see street types and standards
- Property Line:
- The Build-to-Line, 0' to 10' setback from the property line
- Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- Porch/Stoop Encroachment
- Building height; 2 stories or 25' minimum; 3 stories maximum

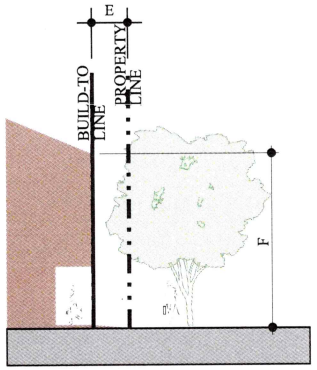


Figure 4.2b
TYPE F2 with RECESSED STOOP

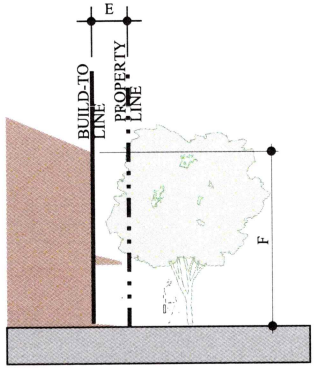


Figure 4.2c
TYPE F2 with PROJECTING STOOP

Section 4.3
Frontage Type F3 : Townhouse

PACKET
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4.3.1 DEVELOPMENT REGULATIONS

4.3.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.

B) Rear and side setbacks:
Not required

C) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 8' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) Stoops and/or porches shall be spaced no more than 60 linear feet along the Build-to-Line within a single parcel.

D) Pedestrian Passageways:
None required

E) Covered sidewalks:
Not required

F) 1st Floor Elevation:
The finish floor of the first level shall be a minimum of 24 inches above the sidewalk or top of curb.

G) Minimum and Maximum Wall Height:
The maximum building height shall be three stories. Buildings shall be a minimum of two stories at the primary building facade.

4.3.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to supplement minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F3.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking garages shall count as required parking.

4.3.2 USE STANDARDS

4.3.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 2 spaces per dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.3.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Town Architect or district Design Review Board. The following may be acceptable conditional uses in areas designated F3:
1) Multifamily Residential:
Townhouse lots may be combined to create multifamily development parcels. Architectural massing shall remain consistent with that of surrounding uses, as determined by the Town Architect. Multifamily uses shall be allowed a maximum height of 4 stories and not exceed 20 dwelling units. A maximum of 25% of all combined F2 and F3 frontage may be used for Multifamily Residential.
2) Home occupation permitted

4.3.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.3.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.3.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the Central Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades
No single building facade type shall exceed 30' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), or wood. Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or weathered metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas membrane. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Roofs
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level.

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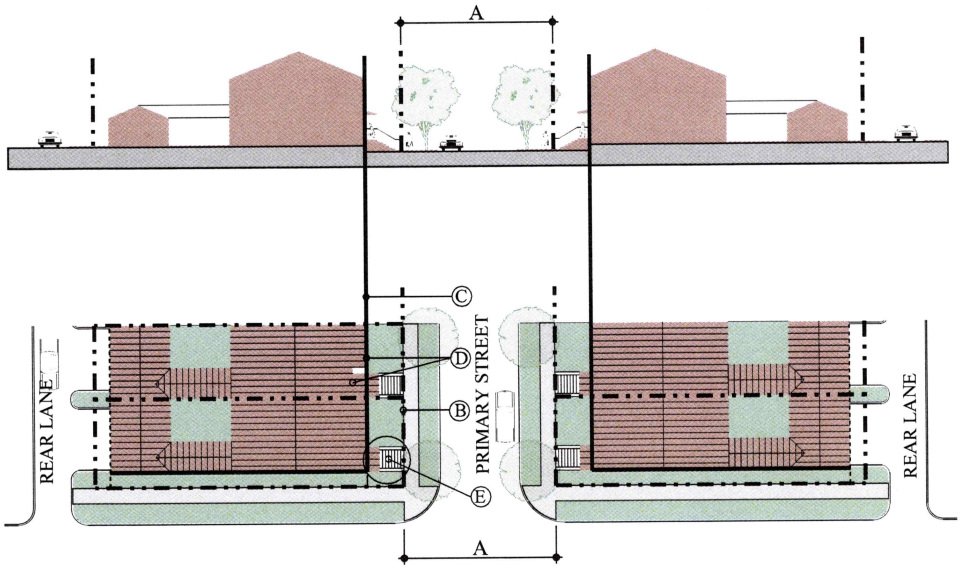


Figure 4.3: Frontage Type - Townhouse

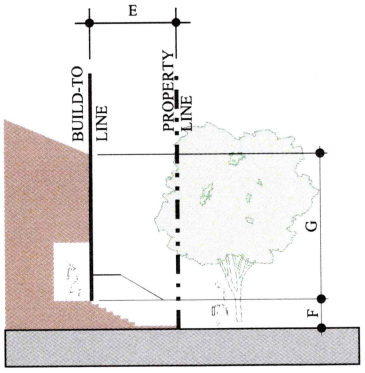


Figure 4.3a
TYPE F3 with RECESSED STOOP

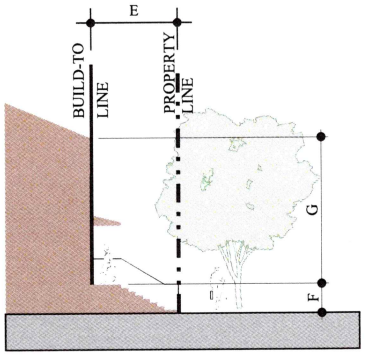


Figure 4.3b
TYPE F3 with PROJECTING STOOP

KEYED NOTES
Frontage Type F3: Townhouse

A Right of Way; see street types and standards
B Property Line:
C The Build-to-Line, 10' setback from the property line
D Primary Building Facade; constructed along 80% of the length of the Build-to-Line
E Porch/Stoop Encroachment
F First floor elevation min. 24" above sidewalk
G Building height; 2 stories or 25' minimum; 3 stories maximum

Section 4.4
Frontage Type F4 : Sideyard House

PACKET
40.81
November 16, 2021

4.4.1 DEVELOPMENT REGULATIONS

4.4.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 20' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 50% of the total length of the Build-to-Line.

B) Rear and side setbacks:
1) 5' rear setback
2) 2.5' side setback on one side; 10' side setback on opposite side.
3) 10' street sideyard setback where the lot occupies the end of a block.

D) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 10' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) If a porch is provided, it shall be a minimum of 8' deep.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Not required

J) 1st Floor Elevation:
The finish floor of the first level shall be a minimum of 24 inches above the sidewalk.

K) Minimum and Maximum Wall Height:
The maximum building height shall be two and one-half stories. Buildings shall be a minimum of two stories at the primary building facade.

4.4.1.2 PARKING

A) Off street parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to supplement minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F4.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking garages shall count as required parking

4.4.2 USE STANDARDS

4.4.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 2 spaces per dwelling unit plus 1 space per accessory dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.4.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Town Architect. The following may be acceptable conditional uses in areas designated F4:
1) Multifamily Residential is not permitted
2) Home occupation permitted
3) Ancillary units permitted

4.4.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.4.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.4.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the Central Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades
No single building facade type shall exceed 30' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), or wood. Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or weathered metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas membrane. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

G) Roofs
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level.

Section 4.4
Frontage Type F4 : Sideyard House

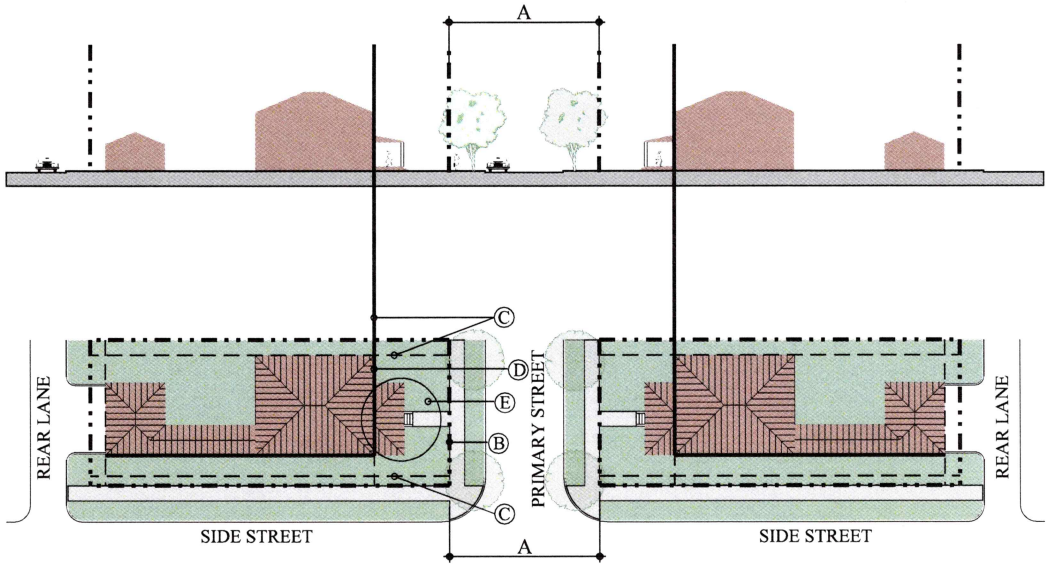


Figure 4.4: Frontage Type - Sideyard

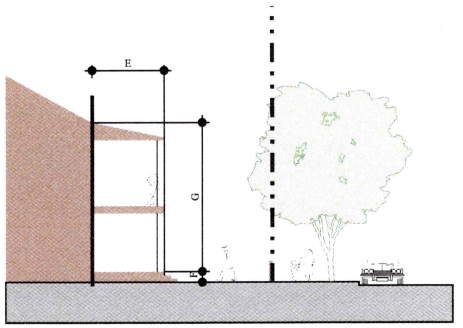


Figure 4.4a
TYPE F4 with COLONNADE

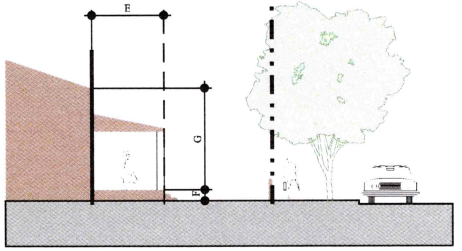


Figure 4.4b
TYPE F4 with ONE STORY PORCH

KEYED NOTES
Frontage Type F4: Sideyard

Right of Way; see street types and standards
Property Line:
The Build-to-Line, 20' setback from the front property line, 5' rear and side setback, 2.5' side setback on one side.
Primary Building Facade; constructed along 80% of the length of the Build-to-Line
Porch/Stoop Encroachment
First floor elevation min. 24" above sidewalk
Building height; 2 stories or 25' minimum; 2.5 stories maximum

Section 4.5

Frontage Type F5 : Education (Special District)

PACKET
4083
November 9, 2021

4.4.1 DEVELOPMENT REGULATIONS

4.4.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 90' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 50% of the total length of the Build-to-Line.

B) Rear and side setbacks:
1) 5' rear setback
2) 5' side setback

D) Encroachment:
Corner towers, or canopies with occupied or unoccupied space may encroach a maximum of 30' beyond the Build-to-Line. No corner tower shall have more than 1,000 SF on the ground floor encroaching beyond the Build-to-Line.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Recommended for primary student entries.

J) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas accessibility standards.

K) Minimum and Maximum Wall Height:
The minimum building height shall be two and maximum five stories. Ancillary structures may be one story.

4.4.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only behind the building.

C) On-Street Parking in front of building may be used to satisfy visitor parking requirements.

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F5.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

4.4.2 USE STANDARDS

4.4.2.4 EDUCATIONAL

A) Educational Uses Defined:
Educational uses are those associated with buildings occupied for the purpose of educational instruction and related services, for public school grades Pre-K through 12.
1) Educational uses shall provide designated parking at one space per 400 gross square feet excluding ancillary structures, play fields, etc not to exceed 200 spaces. Visitor spaces shall be included in the total parking allowed.

4.4.2.5 CONDITIONAL USES

None are allowed.

4.4.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.4.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.4.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historic.

A) Building massing and facades
No single building facade type shall exceed 180 feet in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco or cementitious board (Hardie). Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of factory finished metal or other permanent roofing materials. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

G) Roofs
1) Pitched roofs:
Pitched roofs may be clad in factory finished or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Canopy, colonnade and arcade roofs may be 1/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level, including adjacent public rights-of-way.

Frontage Type F5 : Education (Special District)

PACKET 40.84 November 16, 2021

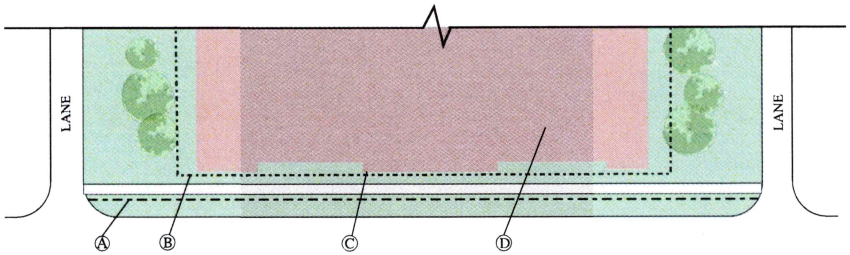


Figure 4.5: Frontage Type - Education

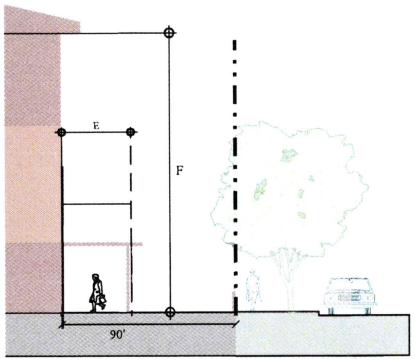


Figure 4.5a
TYPE F5 with ONE STORY PORCH

KEYED NOTES
Frontage Type F5: Education

Ⓐ Right of Way; see street types and standards
Ⓑ Property Line:
The Build-to-Line, 10' setback from the property line, 5' rear and side setback
Ⓒ Primary Building Facade; constructed along 75% of the length of the Build-to-Line
Ⓓ Porch/Stoop Encroachment
Ⓔ Building height 2 stories or 25' minimum, 5 stories maximum

Section 5.0
Street Types

PACKET 40.85 November 16, 2021

HOW DO STREET TYPES AFFECT DEVELOPMENT?

The frontage types outlined in the previous section of these standards are paired with street types to define the general character and quality of public space within the plan. The Regulating Plan defines locations for each street type and frontage type. The remainder of the Development Standards fills in the gaps, specifying landscape and drainage requirements, utility locations, open space programming, etc.

SEQUENCING

All streets within the Oasis PD shall be built in complete block lengths. A block is defined as a section of street from the intersection of one perpendicular street to the next. If the street-type has a parallel alley, the alley and access to it must be built at the same time as the street.

The following street types are detailed in this section:

MS-78: Main Street 78' R.O.W.

BV-VAR: Boulevard Variable R.O.W.

CS-65: Commercial Street 65' R.O.W.

CS-60: Commercial Street 60' R.O.W.

US-50: Urban Street 50' R.O.W.

US-45: Urban Street 45' R.O.W.

US-40: Urban Street 40' R.O.W.

CL-20: Comercial Alley 20' Access Easement

AL-20: Residential Alley 20' Access Easement

OWNERSHIP AND MAINTENANCE

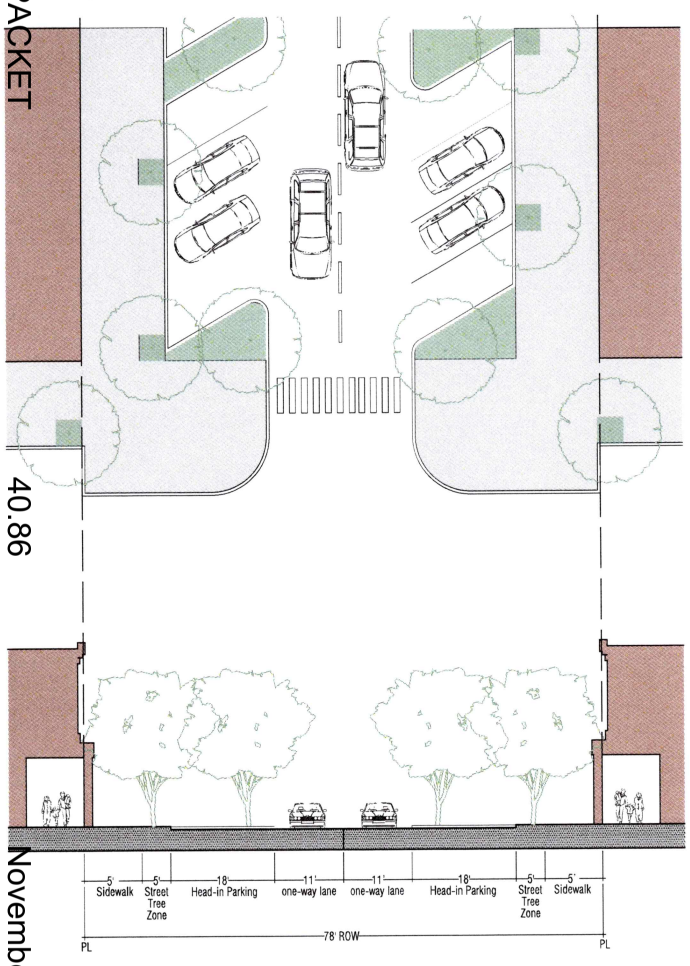
All streets within the Oasis PD shall be built to meet City of Midland construction standards. However, geometric layout, design speed and details including bulb-outs, pedestrian crossings, sidewalks etc. shall be controlled by this Code.

Maintenance of streets and sidewalks in public rights-of-way shall be performed by a private property owners association as provided for in Section 13.5 of this Code.

PACKET 40.86 November 16, 2021

Section 5.1

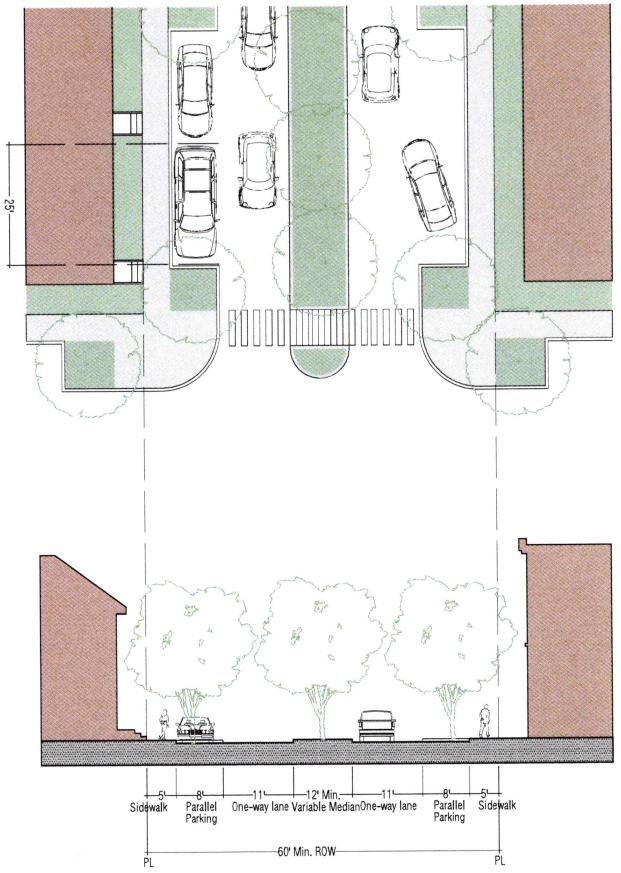
Street Type MS-78 : Main Street 78' R.O.W.



ROW	78'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	58'
PARKING	Head-in both sides
CURB RADIUS	20' radius at street corners
STREET TREES	50' o.c. max.
MIN. CENTERLINE RADII.	166'

Section 5.2

Street Type BVD-VAR : Boulevard Variable R.O.W.

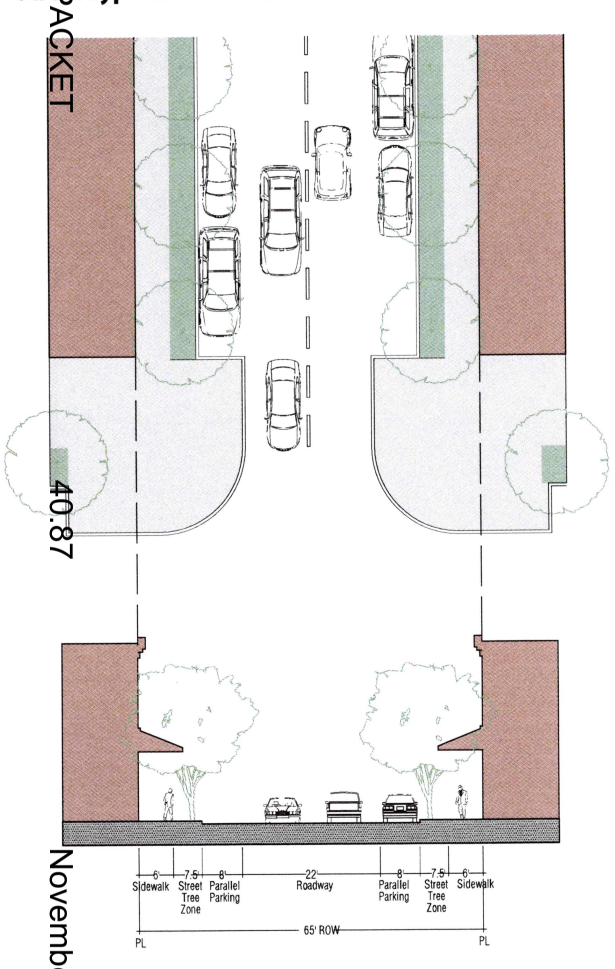


ROW	Min. 60'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	38'
PARKING	Parallel either side (or none)
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII.	166'

PACKET 40.87 November 16, 2021

Section 5.3

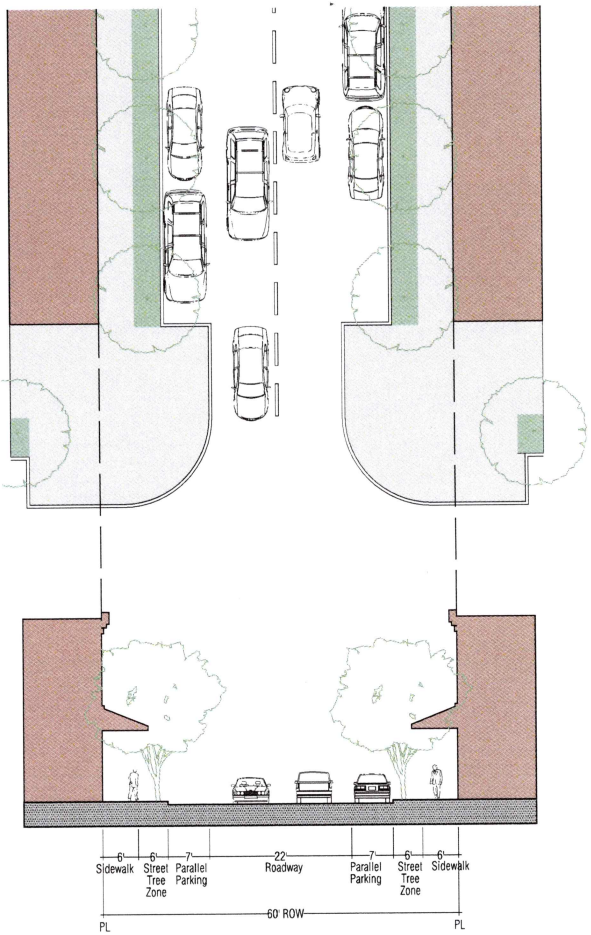
Street Type CS-65 : Commercial Street 65' R.O.W.



ROW	65'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	38'
PARKING	Parallel both sides
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII	166

Section 5.4

Street Type CS-60 : Commercial Street 60' R.O.W.

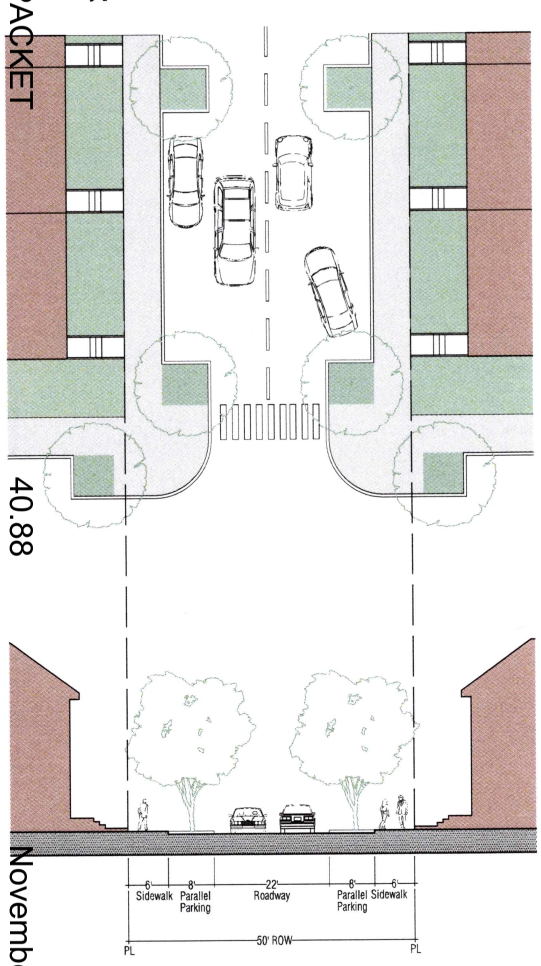


ROW	60'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	22'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII	166'

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Section 5.5

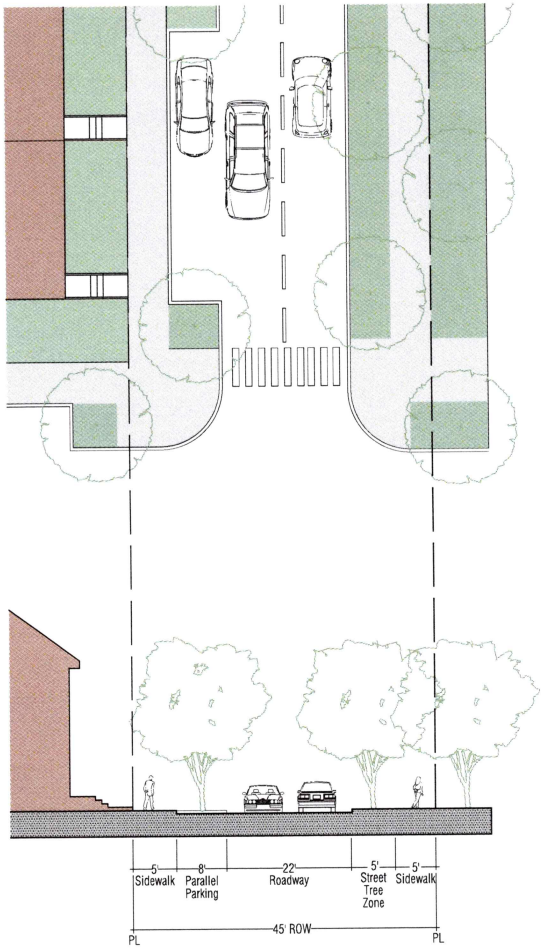
Street Type US-50 : Urban Street 50' R.O.W.



ROW	50'
DESIGN SPEED	20 mph
PAVEMENT WIDTH	38'
PARKING	Parallel both sides
CURB RADIUS	20' radius at street corners
STREET TREES	50' o.c.
MIN. CENTERLINE RADII.	90'

Section 5.6

Street Type US-45 : Urban Street 45' R.O.W.

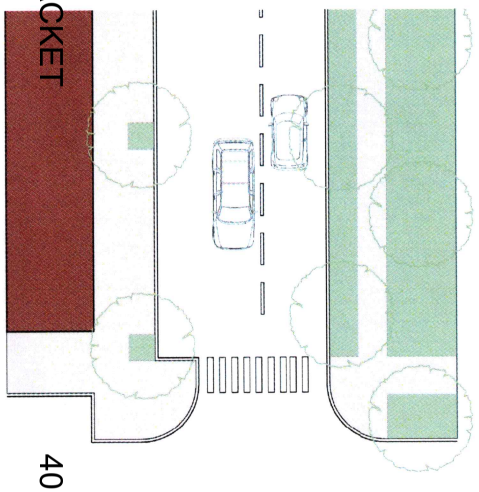


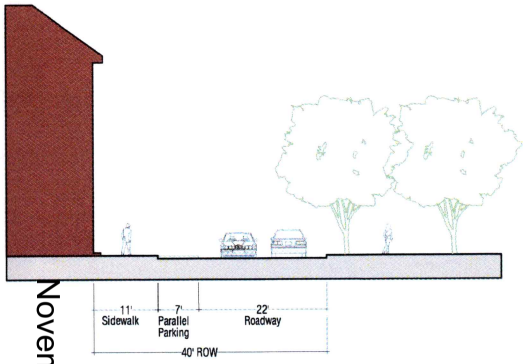
ROW	45'
DESIGN SPEED	20 mph
PAVEMENT WIDTH	30'
PARKING	Parallel Parking one side
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII.	90'

PACKET 40.89 November 16, 2021

Section 5.7

Street Type US-40 : Urban Street 40' R.O.W.

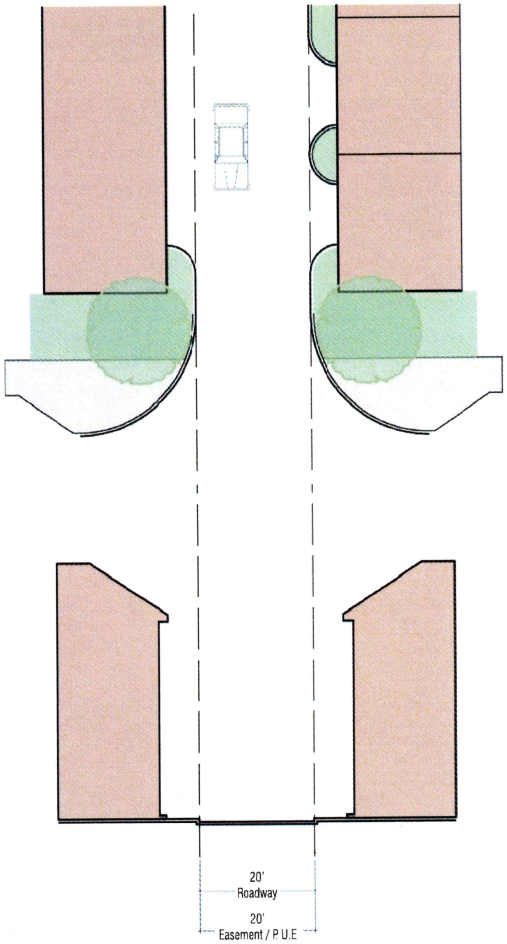




ROW/EASEMENT	40'
DESIGN SPEED	20 mph
PAVEMENT WIDTH	29'
PARKING	Parallel one side
CURB RADIUS	20' radius at street corners
STREET TREES	30' O.C.
MIN. CENTERLINE RADII.	90

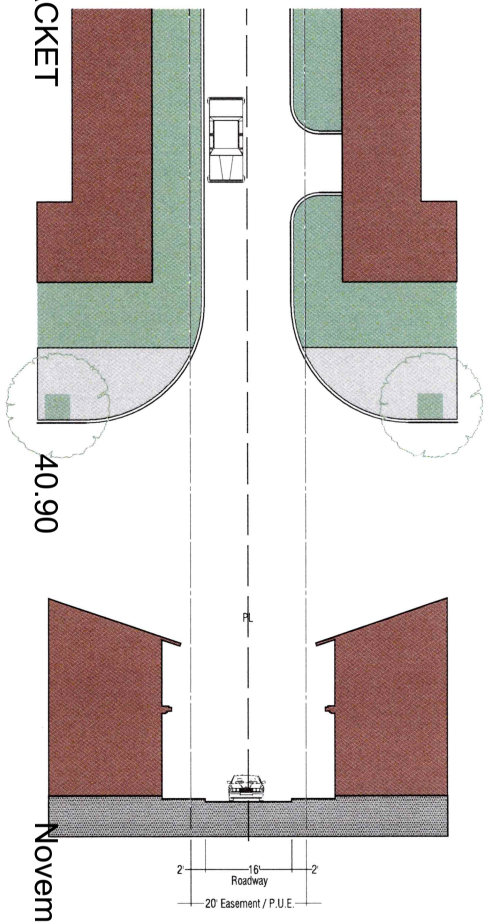
Section 5.8

Street Type CL-20 : Commercial Alley 20' Easement



ROW/EASEMENT	20'
DESIGN SPEED	10 mph
PAVEMENT WIDTH	20'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	None
MIN. CENTERLINE RADII.	50'

Street Type AL-20 : Residential Alley 20' Easement



ROW/EASEMENT	20'
DESIGN SPEED	10 mph
PAVEMENT WIDTH	16'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	None
MIN. CENTERLINE RADII	50

PACKET 40.90 November 16, 2021

PACKET
40.91
November 16, 2021

6.1 UTILITIES

All utilities must be located in 1) a Dedicated Utility Corridor within a Public Right of Way, 2) a public utility easement (P.U.E.) on a lot as indicated on a final plat, 3) or by separate dedication instrument. This includes both Dry Utilities and Wet Utilities. Except for temporary construction site offices, utilities shall be located underground. Dry Utilities in common trenches are allowed, providing required separation distances are maintained. Utilities must follow the pattern in the Typical Utility Corridor Section diagram unless the City Engineer or the City Engineer's designee authorizes deviation from the standards in the diagram.

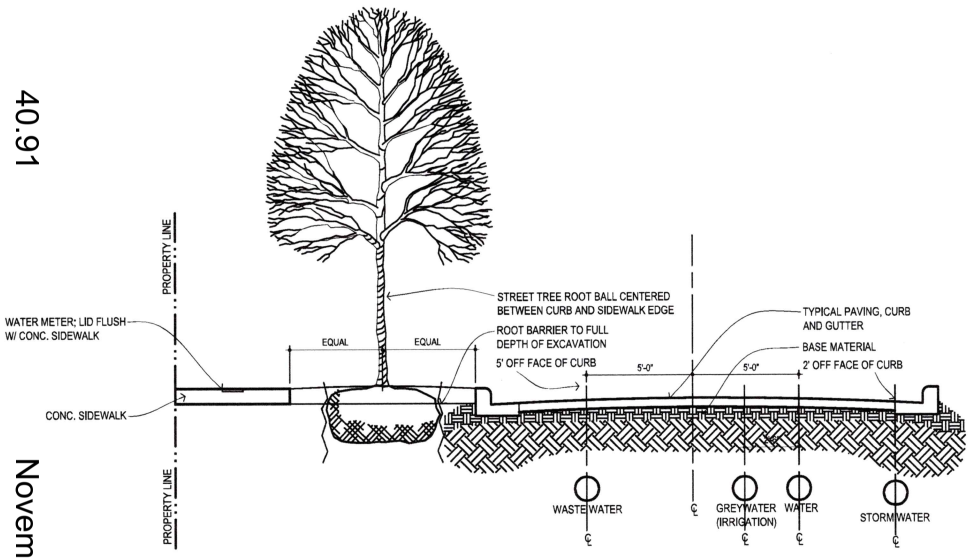
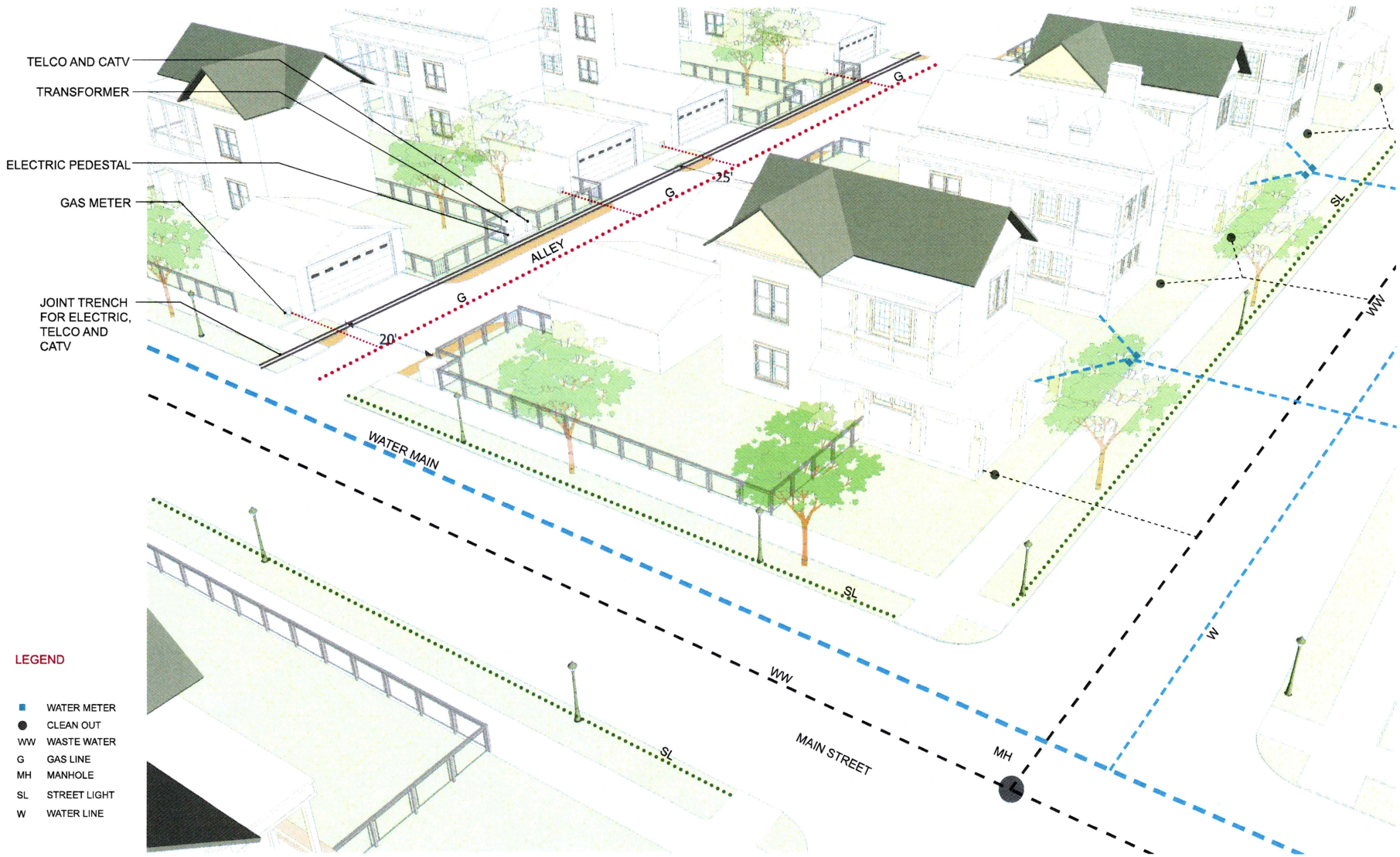


Figure 6a: **Typical Utility Corridor Section**

Fig. 6b: Assignments



PACKET 40.92 November 16, 2021

Section 7.0
Public Space Standards

PACKET 03 Adopted 2/26/08 Revised 3/25/08

7.1 INTENT

The following is the intent of the public space standards:

· To create socially active and culturally vibrant public open spaces.

· To create a public open space system which becomes a source of community pride and an attractive feature for encouraging positive town growth.

· To provide for a range of public open space types for community use from highly developed public squares to larger more loosely programmed public greens and greenbelts.

· Public Spaces shall be privately owned, developed and maintained and publicly accessible.

7.2 DEFINITIONS & PROGRAMMING

7.2.1 PLAZA

A plaza is an open area adjacent to, or part of, a civic building or facility. Plazas function as gathering places and may incorporate a variety of temporary activities such as vendors and display stands. Plazas shall be no less than 75% paved in brick or another type of paver or crushed stone. Plazas shall be level, stepped, or gently sloping (less than 3% grade). The following sizes are recommended but may be larger or smaller depending on the building or facility design. The recommended minimum size is 2000 sf., and the recommended maximum size shall be 30,000 sf.

A) Plantings:
Plaza interiors may be left unplanted or may be planted with shade trees. If a programming element such as an outdoor cafe or seating area is incorporated then trees may be planted to provide shade. Arbors may also be used as shade elements. Street trees shall be planted as per Street Types Standards (see tree list in Landscape Guidelines).

B) Public seating:
Seating should be provided with exposure to both shady and sunny conditions. Benches or seat walls should provide seating for at 10 linear feet of seating per 1,000 square feet of plaza area.

C) Optional programming elements:
Optional programming elements might be music concerts, festivals, outdoor cafes or vending areas. Other elements may be considered if determined appropriate by the City.

D) Street Lamps:
Street lighting shall be provided along pedestrian path and marking entrances to the Plaza. At least on half of a foot candle of light shall be provided per 20 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

D) Irrigation:
Irrigation is required for all landscaped areas within the Plaza.

7.2.2 SQUARE

An open space, spatially defined by the facades of surrounding buildings (as a room is defined by its walls), usually surrounded by streets on at least two sides. Squares are at the intersection of important streets and are designed to accommodate public gathering and activities, usually with an area set aside for civic structures or monuments.

A) Shade Trees:
Shade trees (no less than 4 caliper inches at installation and container grown) shall be planted at no less than 1 tree per 2,000 sf. Street trees (as required in the Street Types Standards) shall count towards the minimum number of tree planting. Trees shall be limbed up to a minimum of 10' at maturity. (see tree list in Landscape Standards)

B) Small Flowering Trees:
Small Flowering Trees (no less than 2 caliper inches) shall be planted at no less than 1 tree per 2,000 sf in groupings no greater than 15' on center. (see tree list in Landscape Standards).

C) Lawn:
In areas requiring turfgrass, only shade tolerant varieties of turfgrass shall be allowed. Decomposed granite and other pervious paving is encouraged in all high traffic areas. Mulched beds and native grasses are encouraged to minimize irrigation demand. Solid sod shall have a sandy loam growing soil, not clay.

D) Street Lamps:
Street lighting shall be provided along pedestrian path and marking entrances to the Square. At least on half of a foot candle of light shall be provided per 20 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be a minimum of 10 linear ft. of seating per 1,000 sf. of square area. Other seating alternatives may be approved or by the Town Architect if they meet the criteria of long term durability and minimal susceptibility to vandalism.

F) Irrigation:
Irrigation is required for all landscaped areas. Irrigation shall be minimized through the use of native and drought resistant landscaping.

G) Drinking fountains:
At least two (2) shall be provided within a Square.

H) Other elements:
Plaza or Square shall incorporate at least one of the following as a primary organizing element to be approved by the Town Architect:

· Fountain or water feature
· Monument, sculpture or statue
· Gazebo, covered pavilion, or shade structure

7.2.3 GREEN

A Green is similar to a Square in that it is spatially defined by the facades of surrounding buildings surrounded by streets on at least two sides. A Green is more informally planted than a Square.

A) Shade Trees:
Shade trees (no less than 4 caliper inches and container grown) shall be planted at no less than 1 tree per 4,000 sf. Street trees (as required in the Street Types Standards) shall count towards the minimum number of tree planting. Trees shall be limbed up to a minimum of 10' at maturity. (see tree list in Landscape Standards)

C) Lawn:
In areas requiring turfgrass, only shade tolerant varieties of turfgrass shall be allowed. Decomposed granite and other pervious paving is encouraged in all high traffic areas. Mulched beds and native grasses are encouraged to minimize irrigation demand.

D) Street Lamps:
At least 1/2 of a foot candle of light shall be provided per 50 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be a minimum of 10 linear ft. of seating per 2,000 sf. of Green area. Other seating alternatives may be approved or by the Town Architect if they meet the criteria of long term durability and minimal susceptibility to vandalism.

F) Irrigation:
Irrigation is required for all landscaped areas. Irrigation shall be minimized through the use of native and drought resistant landscaping.

7.2.4 GREENBELT

Greenbelts are linear greenways or natural preserves which may feature walking or cycling trails and serve to buffer a neighborhood from surrounding non-compatible uses such as highway corridor or industrial district.

Uses may include large scale recreational uses such as golf courses, multiple playing fields, hike and bike trails or other program elements that help to create a green buffer. There are no tree planting requirements along ROWs for greenbelts. Greenbelts shall integrate the existing natural landscape. Newly landscaped area shall be compatible with existing vegetation. Shade trees shall be planted at 1 per 100 linear feet of trail and shall be 2" caliper container grown or 3" balled and burlapped or transplanted trees planted in naturalistic pattern.

7.2.5 PARK

An open space defined by surrounding buildings and vegetation and connecting with streets on at least two sides.

A) Paving:
Parks shall be naturally landscaped, not more than 10% paved.

B) Boundaries:
Parks will be bounded by streets on a minimum of 50% of their perimeter. Parks are encouraged to be entirely bounded by streets.

C) Size:
Minimum size shall be one (1) acre; maximum size shall be three (3) acres. Maximum park size may exceed three (3) acres if through design, the park creates a central open space that services an entire neighborhood or group of neighborhoods, or incorporates physical features which are an asset to the community (i.e., lake frontage, high ground or significant stands of trees.

7.3 IMPLEMENTATION

All public and private open space improvements shall be constructed or installed at the time of adjacent street and utility infrastructure construction. Park land dedication, fee in lieu or development of parks in value equal to fees in lieu will be accomplished as each 100 dwelling units are platted.



Figure 7a
PLAZA



Figure 7b
SQUARE

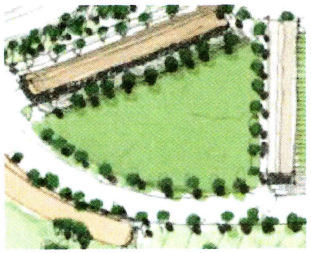


Figure 7c
GREEN



Figure 7d
GREENBELT

BACK UP 10-94
Nov 1995

8.1. THE PUBLIC LANDSCAPE

8.1.1 SOIL PRESERVATION
Wherever possible grades for thoroughfare and open spaces shall follow existing topography and drainage patterns. Areas to be left natural shall be fenced and undisturbed during construction. The soil structure for planting strips shall be protected from compaction with protective fencing. During construction, topsoil shall be removed, and stockpiled for later use.

8.1.2 COMPACTION
All planting areas shall be cultivated and top-dressed with organic matter. Deeply compacted areas shall be cultivated to a depth of one foot and top-dressed with an addition of loose topsoil, coarse sand and compost. Ballfields shall be underlain with a mix of coarse sand.

8.1.3 HYDROLOGY / DRAINAGE
All planting areas shall have drainage outlets achieve positive drainage. Playing fields shall be uniformly graded to a 2% -3% slope.

8.1.4 SITE CLEARING / EROSION CONTROL
To prevent erosion, clearing of easements and access routes should not occur more than 60 days prior to construction. Trees to be removed shall be taken down in a manner that will not impact any of the adjacent trees to remain. All trees will have crown and limbs removed before being felled and depending upon the density of vegetation the trunk shall be felled before the stump is removed. It is recommended that limbs and underbrush be chipped shredded and retained on site to be spread as a mulch after construction has finished. The boundary of construction sites shall be marked with a barrier and erosion control fencing on the downhill sides. No clearing operations will be allowed in an unmarked area. When construction is adjacent to a waterway, care should be taken to prevent any excavated material from spilling into the waterway by use of erosion control barriers.

8.1.5 TREE PROTECTION:
Protecting existing trees on site adds value and prevents additional planting costs. In areas of construction where trees are to be preserved, tree protection fencing must be installed and maintained at the dripline. No storage of materials or equipment is allowed within the dripline area of trees to be protected.

With the exception of Protected Trees as defined by the City's General Landscape Ordinance these Oasis landscape standards shall be adhered to in lieu of City's landscape regulations.

8.1.6 PLANT SELECTION
Trees may be selected from the lists outlined below. The use of native shrubs and ground cover species is encouraged given their adaptability to drought and indigenous soil conditions. Plant quality shall follow the highest Nursery Industry Standards.

8.2. PUBLIC OPEN SPACE TREES

8.2.1 STREETS, SQUARES, AND GREENS
The following is a list of trees that may be used in Squares and Greens, as well as for Street Trees. These trees were selected for their shade providing qualities and their ability to tolerate compaction, drought and pollution typically associated with heavily trafficked areas. Low maintenance and disease resistance are also important qualities for trees in this category. With pruning, these trees also have high a branching character so as not interfere with pedestrian and vehicular activities. Street trees shall have a single trunk and should be limbed up to a minimum of 14' at maturity. All street tree plantings shall utilize root barriers to prevent heaving of adjacent paving.

·Live Oak, Quercus virginiana
·Bur Oak, Quercus macrocarpa
·Texas Red Oak, Quercus texana
·Pecan, Carya illinoensis
·Bald Cypress, Taxodium distinctum
·Afghan Pine, Pinus elderica
·Mexican White Oak, Quercus polymorpha.

8.2.2 GREENBELT TREES

The following trees may be planted in Greenbelts (as defined in the Open Space Standards) This list of trees was selected for their more naturalistic character which is representative of the above listed public open spaces. Native species are encouraged given their adaptability to native soils and drought conditions:

Native Large Trees (Mature Height Over 30'):
·Texas Ash, Fraxinus texensis
·Bald Cypress, Taxodium distinctum
·Cedar Elm, Ulmus crassifolia
·Live Oak, Quercus virginiana
·Pecan, Carya illinoensis
·Bur Oak, Quercus macrocarpa
·Chinkapin Oak, Quercus muhlenbergii
·Texas Red Oak, Quercus texana
·Eastern Red Cedar, Juniperus virginiana

Non-Native Large Trees (Mature Height Over 30'):
·Arizona Cypress, Cupressus arizonica
·Austrian Pine, Pinus nigra
·Goldenraintree, Koelreuteria paniculata
·Italian Stone Pine, Pinus pinea
·Lacebark Elm, Ulmus parvifolia

Native Small Trees (Mature Height 30' or less):
·Crabapple, Malus spp.
·Eve's Necklace, Sophora affinis.
·Goldenball Leadtree, Leucaena retusa.
·Mexican Redbud, Cercis canadensis var. mexicana.
·Mexican-Buckeye, Ungnadia speciosa.
·Pinyon Pine, Pinus edulis.
·Prairie Flameleaf Sumac, Rhus Lanceolata.
·Texas Mountain Laurel, Sophora secundiflora.
·Texas Walnut, Juglans microcarpa.
·Desert Willow, Chilopsis linearis
·Texas Persimmon, Diospyros virginiana
·Texas Pistache, Pistacia texana
·Mexican Plum, Prunus mexicana
·Texas Redbud, Cercis canadensis texensis
·Vitex, Vitex agnus-castus

Non-Native Small Trees (Mature Height 30' or less):
·American Smoketree, Cotinus obovatus
·Crape Myrtle, Lagerstroemia indica
·Chinese Pistache, Pistacia chinensis

8.2.3 PARKS
Shade trees shall be 3" caliper container grown or 4" balled and burlapped trees planted in naturalistic pattern. At least 1 tree per 5,000 sf shall be planted. Existing hardwood trees may count toward the minimum number of trees. Trees may be grouped to allow for large lawn cover areas (see tree list in Landscape Standards 8.2.2)

B) Small Flowering Trees:
Small flowering trees(no less than 2 caliper inches) shall be planted in groupings at no less than 1 per 5,000 SF. (see tree list in Landscape Standards).

C) Lawn:
Lawns shall include Bermuda grass in sun to partly shade conditions; St. Augustine shall be provided in dense shade. In conditions with a more natural landscape character, coverage should be a mixture of native grass and wildflower seed. This mixture should contain a minimum of three (3) different species of grass and five (5) different species of wildflowers.

D) Street Lamps:
Street lamps shall be provided along pedestrian paths and at entrances to a Square or Plaza. At least 1/2 of a foot candle must be maintained.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be provided at no less than ten linear feet of seating per 10,000 SF of park area.

F) Irrigation:
Irrigation is required for all landscaped areas.

8.3 PARKING LOT LANDSCAPES

It is the intent of this section to establish standards in harmony with a city's landscape ordinance. However, due to the different development pattern (i.e. parking behind rather than in front of buildings) these standards shall apply where they may conflict with the landscape ordinance, including the Buffer requirements.

8.3.1 LANDSCAPE ISLANDS
In parking lots, landscaped islands must be provided at the end of all parking rows. Landscaped islands shall have a minimum width of 9 feet measured from back of curb to back of curb. A continuous poured-in-place concrete curb shall be provided around parking islands to prevent vehicular intrusion.

8.3.2 TREE ISLANDS
In addition to landscaping islands at the end of all parking rows, tree islands shall be incorporated into the parking lot layout every eight spaces to provide for additional shade. Tree islands shall incorporate a continuous poured-in-place concrete curb and shall be a minimum of 5' from back of curb to back of curb.

8.3.3 PARKING LOT TREES
In parking areas, two shade trees shall be planted in landscape islands at the end of all parking rows. A shade tree shall be installed no further than 30' from each stall. In addition, one shade tree will be provided for each five perimeter parking spaces. The parking lot trees will be a minimum 4 inch caliper balled and burlapped or 3 inch caliper container grown.

8.3.4 STREET TREES
Street trees shall be installed in locations shown on Street Types (Section 5.0), and shall be a minimum of 4" caliper, container grown with a minimum branching height of 9'-0".

8.3.5 MAXIMUM AREA OF PARKING SECTIONS
Parking areas shall be broken into individual sections not to exceed 60 cars. Each section shall be separated by a 10' wide major landscaped buffer to provide visual relief.-

8.3.6 PARKING LOT SCREENING
Any parking lot fronting along a Build-to-Line shall be landscaped at the perimeter and screened from view. A landscaped strip at least three feet wide shall be planted with a shrub hedge at least 30 inches in height at the time of installation and a mature height of 4' to 5'.

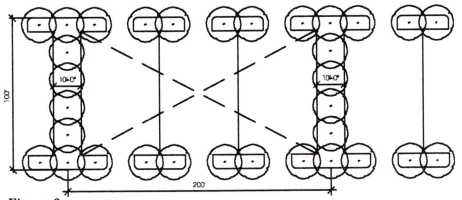


Figure 8a
MAXIMUM PARKING AREA

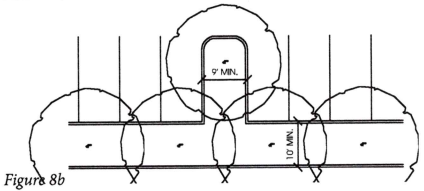


Figure 8b
LANDSCAPE ISLANDS

PACKET 1

8.3. STORAGE SCREENING
All loading and storage areas for commercial uses shall be screened from view from public streets and public open space. This provision includes above grade utility transformers, meters, valve boxes or other such apparatus. Screen elements may include permanent walls, fences, plant material or architectural enclosures. Open storage of goods, materials, machinery, equipment, vehicles, plants, trash or other items shall be similarly screened from public view.

8.3.8 IRRIGATION
All landscape areas shall be irrigated with the exception of natural areas and undeveloped areas. All irrigation systems are to be below ground, fully automated systems and in compliance with applicable building code requirements. The use of drip irrigation for shrubs and trees is acceptable. All backflow control devices are to be installed in below-grade Valve boxes or located and screened so that they are not visible from public streets or parking lots. All parking areas, drives and walks are to be "trimmed" to minimize spray onto pavements. Owners shall be required to irrigate to back of the curb of public roads. Oasis will provide reclaimed waste water to all irrigation users.

8.3. EXISTING TREE LOCATIONS
If specimen quality existing trees of 16" DBH or greater are encountered in tree surveys subsequent to the formulation of these standards, modifications to the layout of streets and walks may be considered. Refer to section 11.0 for Revisions to the Regulating Plan.

8.4 IMPLEMENTATION

All public landscape improvements shall be constructed or installed at the time of adjacent street and utility infrastructure construction.

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November 16, 2021

9.1 STORM WATER MANAGEMENT

A Regional Storm water Management approach is desirable for the Oasis District. The benefits of a regional approach to providing storm water detention over an on-site approach are many. They include the following:

- A greater level of confidence in the hydraulic performance of the regional facilities;
- Less land area required thus increasing taxable land base in the District;
- Centralized, focused long term maintenance and thus a greater level of confidence in the long term function of the regional facility;
- Less overall construction, design, and administration costs;
- The ability to combine the regional facilities into an amenity area.

9.2 DRAINAGE STANDARDS
The Oasis District is anticipated to be a moderately high density and impervious cover area and as such the management of storm water runoff will be essential and critical to the ongoing health, safety, and welfare of not only the District, but also areas downstream of the District.

9.3 FLOODING CONDITIONS
There is increased potential for downstream erosion and degradation of water quality due to the increase in frequency of storm water runoff by the smaller more frequent storm events and corresponding increase in storm runoff volume. The increase in volume of runoff and frequency of storm water runoff events will have the effect of eroding the natural downstream waterways and further the potential for flooding. The effects of this can be mitigated by providing detention for the higher frequency (smaller) storm events and/or providing extended detention or a combination of detention/retention.

9.4 REGIONAL DETENTION
Due to the location of the Oasis District and its direct interface with the Midland County detention facility, accomodating approximately the north half of the project. The south half of the project shall drain to a combination of common area detention facilities.

9.5 WET PONDS
Detention may be combined with irrigation reservoirs and/or aesthetic ponds. Sufficient free board shall be designed into the pond to allow for adequate detention volume. These ponds may also be used to create man made wetlands where appropriate.

9.6 TIME OF IMPLEMENTATION
As with open space and landscape improvements, the implementation of drainage and water quality improvements outlined in this section shall be simultaneous with the development of sub basin served by the various drainage phases.



Figure 9a: Storm water management facilities can become a community amenity. (Hogan Park Golf Course, Midland, TX)

Bike Path Plan

PACKET

LEGEND

- 10' - 12' Bikeway
- 6' - 7' Bike lane / track buffered
- Signed bike paths on regular streets
- Signed crosswalk



40.96

November 16, 2021

Section 11.0
Lighting Standards

PACKET
4.0.a

11.1 GENERAL INTENT

A) Street lights shall be decorative and blend with the architectural style of the buildings in the Oasis District. Exterior lighting in the Public right-of-way will be coordinated with the electric utility provider. Standards for exterior lighting of private development such as parking areas and public spaces shall be subject to the regulations below and enforced by the Master Developer.

B) Street lights and site lights shall provide adequate lighting, while minimizing adverse impacts, such as glare and upward oriented glow. House side shields shall be provided where abutting a residential use. 'Dark Sky' protocols shall be integrated to the greatest extent possible.

11.2 PLACEMENT

A) Along all commercial or mixed use streets, parking areas, sidewalks, walkways, courtyards, community greens, and common open spaces, twelve to fourteen foot high decorative light posts shall be provided at regular intervals. Post shall be spaced at no greater than 60 feet on center on both sides of a commercial or main street and at all street intersections. Lighting on residential streets should be confined to the intersections and corners. Lighting standards shall be consistent throughout each district.
   1) Lighting level along commercial streets shall be no less than one-half foot candle and shall be no greater than two foot candles.
   2) Lighting level at an intersection of two residential streets (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
   3) Lighting level at an intersection of a commercial street and any other street (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
   4) Lighting level in parking lots shall be no less than one foot candle and shall be no greater than two foot candles.

B) In parking lots, post heights may be extended to a maximum of 18 feet.

11.3 TYPES

A) Use of metal halide or color corrected LED light sources are required. High pressure and sodium and non-color corrected mercury vapor light sources may be considered in special circumstances.

B) Porch light and yard post lighting are encouraged in residential areas. Where yard post lighting is used post and luminaires shall be of compatible styles.



November 16, 2021

Section 12.0
Signage Standards

12.1 INTENT

The following Standards address the number, location, size and types of allowable signs throughout the Oasis District. These signage standards take precedent over the Midland Signage Ordinance and shall be enforced by the Master Developer. Where this section is silent, the standards of the Midland Sign Ordinance, if any, shall apply.

12.2 TYPE AND PLACEMENT

12.2.1 SIGNS AND EXTERIORS
Signing should be designed to directly relate to the exterior design of the building. Signing should not cover important features or cross transitions between features. Signing should be at the first floor level, should not project above the cornice or facia line, and should be primarily oriented to the pedestrian with the exception of the commercial district. However, lettering on second story windows, to identify separate uses located there, is appropriate. Anchor tenants (10,000 sq. ft. or greater) may place signage to within two feet of highest point of facade.

12.2.2 PROJECTING SIGNS
Signs should generally be flush with the facade and not protrude more than eight (8) inches from the wall. Projecting signs may be considered when the sign does not conflict with the building's exterior design.

12.2.3 OTHER PERMITTED SIGNS
Under-canopy shingle type signs and signing painted on canopies or awnings are permitted. Symbolic three-dimensional signs, such as barber poles, are encouraged. Moving and rotating signs are not permitted.

12.2.4 FREESTANDING SIGNS
Freestanding signs are allowed to identify a district, or multiple-business complex. In a multiple business complex one permanent directory or freestanding master identification sign, not to exceed twenty-five (25) square feet per sign face, is allowed at each main entrance to a public street.

12.2.5 SHINGLE SIGN STANDARDS
A shingle sign, also known as blade or projecting signs, may be permitted to be placed on a building frontage only if all of the following Standards are met:

A) Context
The sign is historically accurate or appropriate for the building

B) Visibility
The sign does not impair the visibility of adjacent signs

C) Materials
The size, location and materials of the sign are compatible with the building and conform to the requirements of this section.

D) Height
The height of the sign does not extend above the cornice line of a one story building or the sill of a second floor window.

12.2.6 SIGN CONTENT
A permanent sign is limited to the name and graphic logo of the business, the type of service rendered, the principal brand names or classification of merchandise for sale, and street address. Street addresses are mandatory for each building. Brand names may occupy not more than twenty five percent (25%) of the allowable sign area, except for storefront window signs.

12.2.7 NEON SIGNS
Neon signs are permitted only when all of the following Standards are met:

A) Visibility
The sign does not impair the visibility of adjacent signs.

B) Materials
The sign, location and materials of the sign are compatible with the building and conform to the other requirements of this Section.

C) Associated Use
The sign is more appropriate than an otherwise illuminated sign because of its associated use (e.g. nightclub).

12.3 ALLOWABLE SIGN AREA

12.3.1 MAXIMUM SIGN AREA
A maximum area of one-half (1/2) square foot of signing may be permitted for each linear foot of a business on a primary frontage (facing a public street, public parking lot, or public space) not to exceed forty (40) square feet on any one frontage. A maximum of one-fourth (1/4) square foot of signing may be permitted for each linear foot of a business on a secondary frontage (facing an alley, private driveway, an adjacent building, private parking or service area) not to exceed twenty (20) square feet on any one frontage.

12.3.2 APPLICABILITY
The maximum area of signing noted above shall apply to all wall, window and projecting signs and signs painted on awnings. Further, shingle signs shall not exceed twenty (20) square feet per sign face and shall not project more than five (5) feet from the wall. Shingle signs located under canopies may be the width of the canopy.

12.3.3 FIRST FLOOR SIGNS
Each business with first floor frontage or direct sidewalk access may have a pedestrian-oriented sign attached below a canopy not exceeding five (5) square feet per sign face and with a minimum clearance of eight (8) feet above the sidewalk. Such a sign will not count as part of the maximum business sign allowance.

12.3.4 MULTIPLE TENANT SIGNS
Multiple business directories are intended to address situations where businesses have limited visibility from the adjacent street, and may be permitted when not exceeding two (2) square feet per tenant and twenty (20) square feet total per sign face. Such a sign will not count as part of the maximum business sign allowance.

12.4 MATERIALS

Signs should be painted and/or carved wood, wrought iron, cut out, non reflective metal lettering such as brass, or glass (including stained glass). Signs painted directly on plain surfaces, windows and canvas awnings are generally appropriate. Three dimensional metal "box" signs are not permitted. Decorative neon identification signs may be used as an accent or design feature, but shall not dominate the general appearance of the facade.

12.5 ILLUMINATION

12.5.1 INDIRECT ILLUMINATION
Illumination should generally be indirect such as that provided by "goose necked" light fixtures. In some instances, signs may be flood-lighted or may utilize exposed LED light bulbs.

12.5.2 ILLUMINATED SIGNS NOT PERMITTED
No interior-illuminated signs are permitted. Fluorescent, flashing, and intermittent illumination is not permitted.

12.5.3 ILLUMINATED SCHOOL SIGN
One exception will be allowed in the frontage type F5 to allow one internally lit school marque sign. The internally lit portion of the marque shall not exceed 40 square feet.

12.6 TEMPORARY SIGNS

12.6.1 STORE EVENTS
Temporary signs pertaining to special store events or sales lasting no more than thirty (30) days may be painted or affixed to display windows provided that their total area shall not exceed twenty-five percent (25%) of the window area.

12.6.2 TEMPORARY BANNERS
Banners or other promotional signs may be displayed for up to thirty (30) days. The same or similar signage shall not be replaced within thirty (30) days after removal.

12.7 NON-CONFORMING SIGNS

Non-conforming signs or sign structures shall be removed upon change in tenancy or ownership of the business identified by the sign. No change in copy and/or reuse of non-conforming sign or sign structure shall be permitted in order to identify a new business, product, tenant or occupant.

12.8 UNUSED SIGNS

12.8.1 UNUSED SIGNS
Any sign existing as of or after the effective date of these Standards, which no longer advertises a bona fide business conducted or a product available for purchase by the public, shall be taken down and removed by the owner, agent or person having the beneficial use of the building or structure or land upon to do so.

12.8.2 SIGN REMOVAL BY CITY OR DEVELOPER
Upon failure to comply with such notice within the time specified in such order, the Developer is authorized to cause removal of such sign and any expense incident thereto shall be paid by the owner of the building or structure to which such sign is attached or, if the sign is not attached to a building, then such expense shall be paid by the owner of the sign.

12.9 ILLEGAL CONSTRUCTION

If the Developer finds that any sign has been constructed or erected, or is being maintained in violation of the provisions of this Section, they shall give written notice of such conditions to the permittee. In the event no valid permit exists, the owner will remove or alter the sign so as to comply with this section within thirty (30) days after such notice. Such signs may be removed or altered to comply at the expense of the permittee or the owner of the property upon which the sign is located.

12.10 STREET ADDRESS SIGNS

Building shall display a numerical address sign indicating the legal address in letters not less than four inches in height and clearly visible from the public street.

12.11 PROHIBITED SIGNS

All auto oriented pylon, pole mounted berm mounted, or off-premise identification signs are prohibited. Off-premise directional signs may be approved on a case-by-case basis by the Design Review Board or Town Architect.

Section 13.0

Amendment Procedure/Other Codes and Development Regulations Applicable

PACKET
40 of 96
November 19, 2015

13.1 ADOPTION AND REVISION OF THE REGULATING PLAN

The Regulating Plan for the Oasis District shall be included in the ordinance zoning for the area as the Oasis District.

13.2 REVISION OF THE REGULATING PLAN

13.2.1 MINOR REVISIONS

The Director of Planning, or their designee, may administratively approve minor revisions to the Regulating Plan if the Director determines that there are no adverse effects on areas that are part of a final plat nor to the overall intent of the Regulating Plan. The following shall be considered minor revisions:

A) The size of a District Area, including its building or structures, may be revised if the size is increased or decreased by not more than 10% and (a) the Director determines that the basic layout of the District remains the same and (b) the Regulating Plan functions as well as before the revision.

B) The location of a Frontage Type may be revised if the Director determines that the revised location is appropriate.

C) The location or size of an open space may be revised if the overall amount of open space does not decrease by more than ten percent, and the Director determines that the quality and functionality of the revised open space is the same or better.

D) A construction phasing plan for open space improvements may be revised to extend a deadline for completion by not more than six months after the adjacent streets are completed.

E) The locations of major utility facilities and easements may be revised if the Director determines the revised locations are more functional or appropriate.

F) The location of a civic site may be revised if the Director determines that (a)the revised location is appropriate, and (b) the transportation network, the infrastructure, and the overall land use mix are not adversely affected.

13.2.2 MAJOR REVISIONS

All revisions other than those described above are major revisions. Major revisions must be approved by the City Council through a rezoning of the property.

13.3 PRIORITY

Requirements of these standards supersede any inconsistent provisions of the City's Development Codes and Ordinances.

13.4 OTHER PERMITS REQUIRED

A) Building Permit Required
A building permit issued by the City is required for a structure within the District.

B) Construction Permit Required
A construction permit is required for development of more than 1,000 sq. ft. of site area if a building permit is not otherwise required.

C) Site Plan
A site plan must be submitted with the building or construction permit application. A building or construction permit may not be issued unless a site plan complies with these Regulations. A site plan must provide the following information, if applicable:

1. Locations and types of easements;

2. The locations of proposed utility connections;

3. Building location and gross building square footage;

4. Proposed use that complies with the Regulating Plan;

5. Locations, quantity, and dimensions of sidewalks, pedestrian ramps, driveways, parking areas, parking spaces, and off-street loading areas;

6. Information that shows compliance with accessibility requirements;

7. Landscaping, screening, and fencing;

8. Locations of protected trees and significant tree clusters;

9. An erosion and sedimentation control plan;

10. Lot size, setbacks, build-to lines, building height and building coverage;

11. Other information that may be required by the Town Architect or Design Review Board.

D) Architectural Standards
A building or construction permit may not be issued unless the Design Review Board or the Town Architect has certified that the proposed development complies with the architectural standards. This requirement applies to other than single family housing intended for sale.

13.5 PROPERTY OWNERS' ASSOCIATIONS

A) Conditions, Covenants, and Restrictions for all single family residential property within the Oasis District must be filed in the county real property records by the owner before a final subdivision plat may be approved, a lot sold, or a building permit issued.

B) Conditions, Covenants, and Restrictions must be approved by the Master Developer, and they must:

1. Create a Property Owners' Association (or Home Owners' Association) with mandatory membership for each property owner;

2. Establish Design Review Board(DRB) if no Town Architect is hired by the master developer.

3. Establish architectural standards that are in conformity with the requirements of these standards;

4. Collaborate with the Town Architect or DRB to review projects for compliance with the architectural standards and issue certificates of approval;

5. Provide for the ownership, development, management, and maintenance of private open space (except plazas owned by individual property owners), community parking facilities, community meeting halls, and other common areas;

6.Provide for the maintenance of the landscaping and trees within the rigth-of-way;

7. Require the collection of assessments from members in an amount sufficient to pay for its functions;

8. Be effective for a term of not less than 50 years;

9. Require that the Property Owners' Association (or Home Owners' Association) obtain the approval of the Director regarding the disposition and management of private open space, community parking facilities, community meeting halls, and other common areas before it may be dissolved; and

10. Require the Property Owners' Association (or Home Owners' Association) obtain the approval of the Director for amendments to the Conditions, Covenants, and Restrictions which relate to provisions required by this chapter.

13.6 ARCHITECTURAL STANDARDS

The Property Owners Association may establish separate Architectural Standards for non commercial buildings in the District. If created those standards shall accomplish the following:

A) Conditions, Covenants, and Restrictions shall establish architectural standards for the property within the Oasis District. The standards must comply with this section.

B) The architectural standards must achieve the following objectives:

1. Architectural compatibility between residential and commercial buildings;

2. Human scale design;

3. Integration of uses;

3. Encouragement of pedestrian activity;

5. Buildings that relate to and are oriented toward the street and surrounding buildings;

6. Residential scale buildings in Mixed Residential Areas;

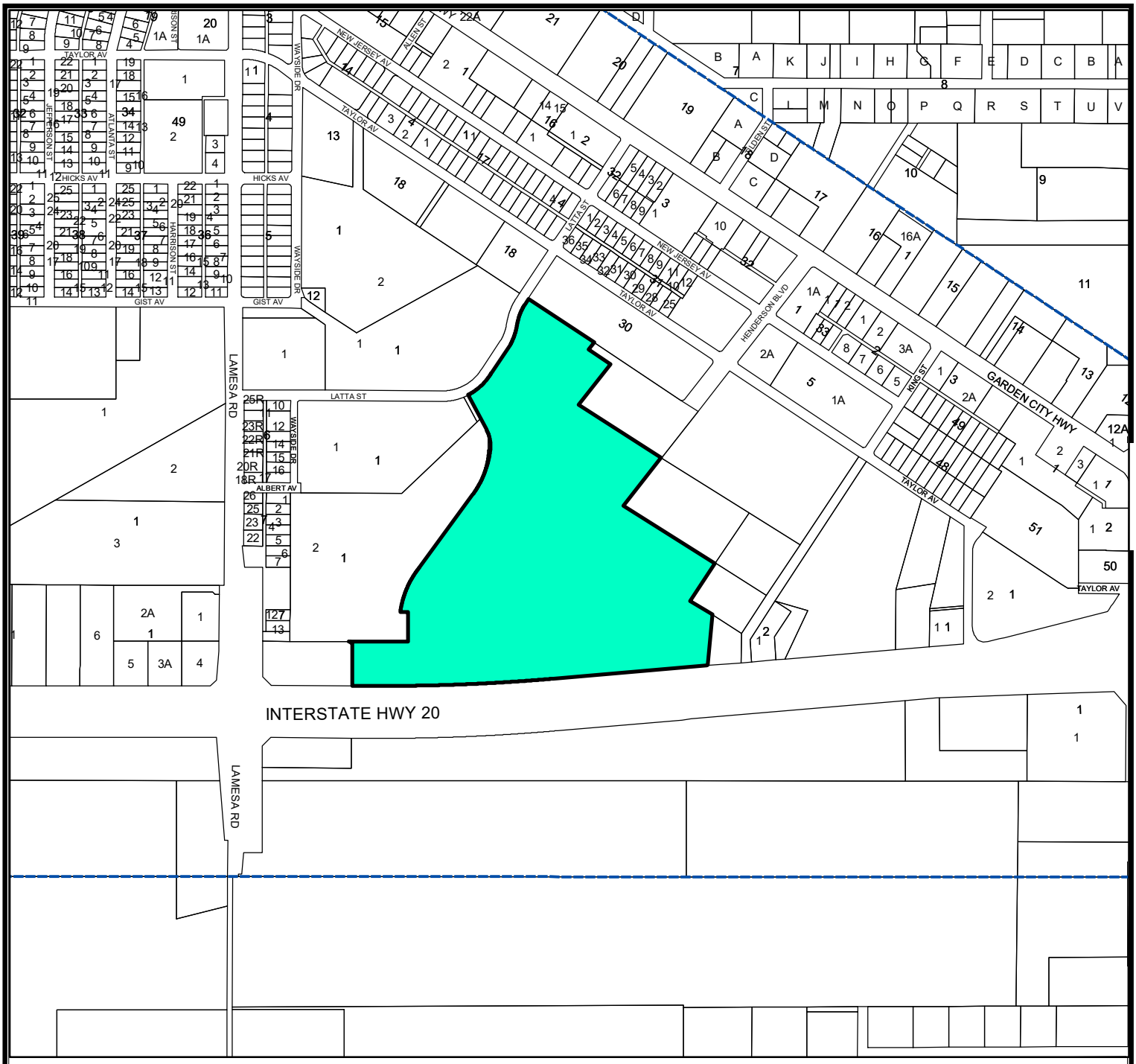
7. Buildings that contain special architectural features to signify entrances to the Neighborhood Center Area and important street intersections; and

8. Neighborhood Center Area buildings that focus activity on the neighborhood square.

13.7 LIFE SAFETY CODES

A) Due to the proximity of commercial to residential buildings, voluntary sprinkler compliance should be considered for all commercial buildings and residential buildings over 500 sq. ft. in the district.

B) NFPA Standards for commercial buildings in excess of 500 sq. ft. shall apply.



LOCATION MAP

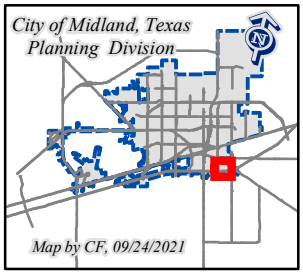
P-21-1196 **Scale: 1" = 833'**

Consider a request by Gary Bellomy for a zone change from a PD, Planned Development District for a Housing Development, Office Center, and Shopping Center to an amended PD, Planned Development District for a Housing Development, Office Center, and Shopping Center on a 57.55-acre tract of land located in Section 1, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland Texas .

Generally located on the north side of East Interstate 20, approximately 330 feet east of South Lamesa Road (Council District 2)

LEGEND

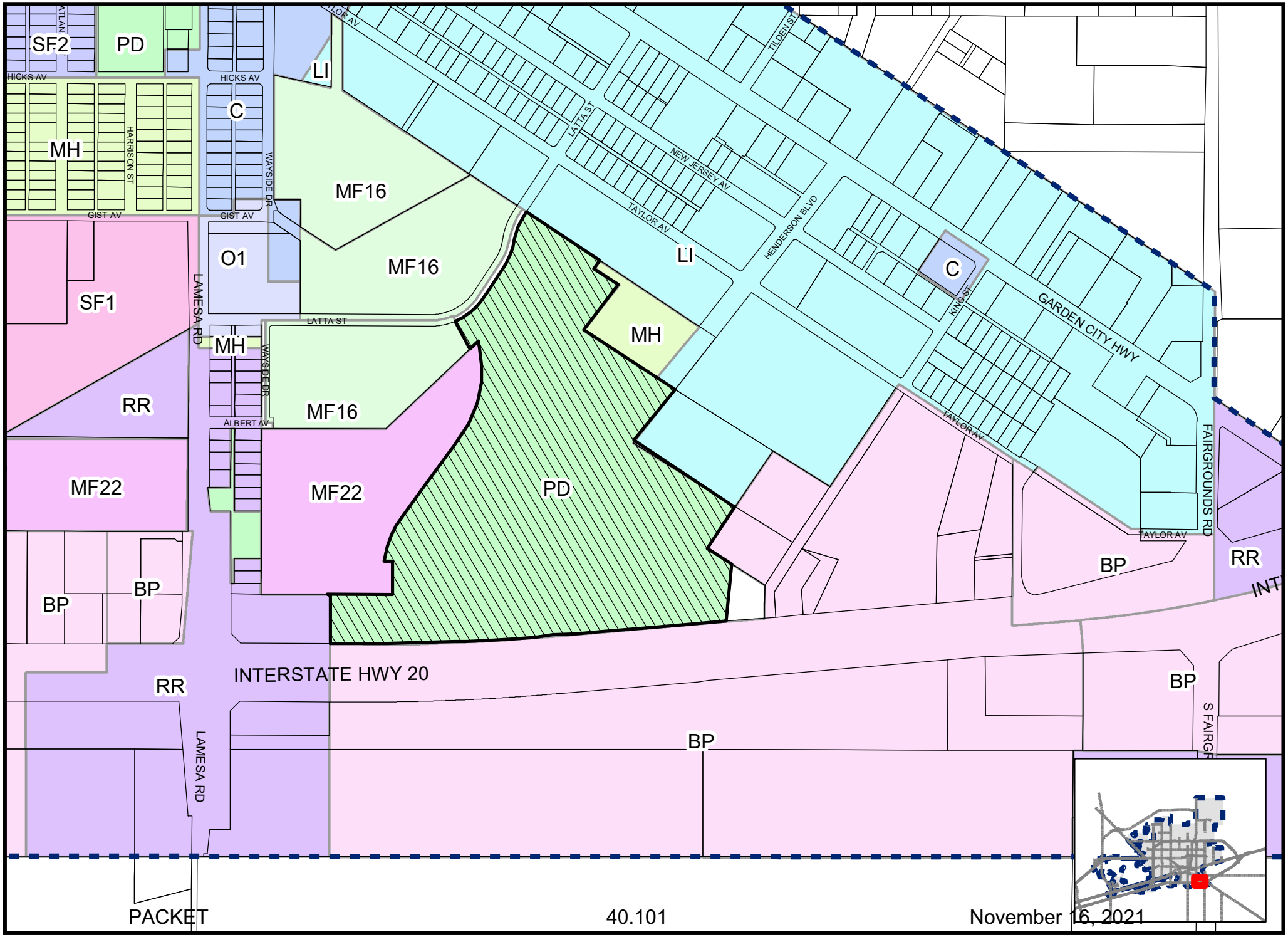
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By CF, 9/23/2021

Z-21-0266

Scale: 1" = 600'

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.






WEST
20
WEST
349
TEXAS


Lamesa
Road

City Council Meeting

Item Number: 41

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manager

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 21, GRASSLAND ESTATES ADDITION, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT AND A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND CALLAWAY 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 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Midland-Odessa Golf Corp. is requesting approval of a zone change to allow for the development of multi-use site including single family housing, townhomes, offices, retail, greenspace, and an amenity center.

Recommended City Council Action:

Deny

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

AE, Agricultural Estate District.

Surrounding Zoning and Land Use:

The properties to the north are zoned AE, Agricultural Estate District and the location of vacant land and a church. The properties to the east are zoned SF-2, Single Family Dwelling District and the locations of single-family residences. The properties to the south are zoned SF-1, Single Family Dwelling District and the locations of single-family residences. The properties to the east are zoned CE, Country Estates District and SF-1, Single Family Dwelling District and the locations of vacant land as well as single family residences.

Analysis:

The applicant, Midland-Odessa Golf Corp. is requesting approval of a zone change from AE, Agricultural Estates District to a PD, Planned Development District for Housing Development and Shopping Center on what is currently the Nueva Vista Golf Course. The site plan, attached hereto as Exhibit A, shows total of six hundred twenty-six (626) residential lots, one approximately 2.34-acre amenity center, three (3) local retail lots, and approximately 80.11 acres of green space that is split between parks, a courtyard, greenspace, and drainage ponds. The site plan introduces a new housing prototype called Garden Homes. These homes will have an underlying zoning of SF-3, but with the following amendments.

1. The front yard setback shall be 10 feet.

2. The rear yard setback shall be zero feet.

3. One side of the lot shall have a side yard setback of zero feet, and the other side of the lot shall have a side yard setback of 10 feet.

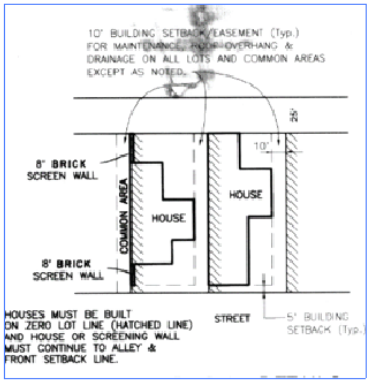
4. The house shall be built on one side lot line, and the house or screening wall shall extend to the front yard setback line and to the rear lot line.

5. The owner of the lot that adjoins the side of the lot on which there is a 10-foot side yard setback shall be granted a 10-foot easement for purposes of maintenance, roof overhang, and drainage.

6. That the maximum building area coverage shall not exceed 70 percent of the lot area.

The image below is an illustrative example of the Garden Homes prototype.

Illustrative Example 1.0



The proposed development will consist of a variety of uses but will predominantly be a residential development. The proposed residential districts include:

- one hundred and thirteen (113) SF-1, Single Family Dwelling District lots;
- one hundred and forty-five (145) SF-2, Single Family Dwelling District lots;
- one hundred and thirty-seven (137) SF-3, Single Family Dwelling District lots, one hundred and seventy-seven (177) TH, Townhouse Dwelling District lots;
- fifty-four (54) zero lot line GH, Garden Home Dwelling District lots;

In addition to a 2.34-acre amenity center, three parks and a courtyard. The applicant is also proposing to provide an office and/or retail zoning area along the West Wadley Avenue Street frontage. Surrounding the proposed development is an approximately 76.34-acre greenbelt which stretches along the eastern, southern, and western borders of the proposed development creating a buffer between it and the existing single-family developments to the east, south and west.

The proposed density for each district is as followed:

- GH: 6.64 units per acre
- TH: 10 units per acre
- SF-3: 7.04 units per acre
- SF-2: 4.99 units per acre
- SF-1: 4.21 units per acre

The maximum density per zoning district is as followed:

- TH district is 17.42 units per acre
- SF-3 district is 7.92 units per acre
- SF-2 district is 6.22 units per acre

• SF-1 district is 4.84 units per acre

Therefore, the applicant is proposing to have reduced density compared to the maximum allowed in each district.

The appropriate setbacks and maximum height of future development must meet the regulations as described in Section 5.04 Residential Zoning District Dimensional Regulations chart. The proposed lots meet or exceed these requirements.

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as followed:

Engineering: (Denied)

Denied because transportation's comment from previous site plan review (Z-21-0235) was not addressed and this impacts the layout of the street network.

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.

Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AH, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood.

An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy.

Fire: (Approved)

No objection to zoning 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. Code years are subject to change.

Code Compliance: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures.

Transportation: (Denied)

Denied because comment from previous site plan review (Z-21-0235) was not addressed and this impacts the layout of the street network. Previous comment repeated: “The City's coordination efforts between this project and Grasslands West determined that Grasslands West's easternmost roadway will be a cul-de-sac and not connect to Wadley. Therefore, the western roadway in this project must connect to Wadley as shown and a public street cross-connection between the two projects must be provided south of Wadley and north of any access gate, as previously discussed with the Applicant.”
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.

Planning:

The proposed development falls under a mix of circumstances surrounding the comprehensive plan. In some regards, the proposed development will propagate the goals and ideas of the plan, but in others, it stands in stark opposition. This request is a mixed bag when it comes to compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision. Specifically, this development solves several issues facing development in this area but does so at the expense of removing a large area of open space and recreation potential for residents.

The Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Development Policy Areas” labels this area as part of the “Current Development Area” which seeks to address the compatibility of uses, “specifically between different housing intensities,” As shown in the proposed site plan, the applicant is planning to create a gradual transition from existing housing developments at the southern and western edges of the property in question. Starting with a greenbelt in these areas, the proposed development will transition from the SF-1 sized lots to the Townhouse lots to gradually increase the density and create a smooth transition from the lower intensity housing to the south and the retail development to the north along W. Wadley Ave.

Principle 4 of Chapter 3 of the Tall City Tomorrow Plan seeks to increase the diversity of the housing stock in Midland specifically including the need of smaller lot homes. This proposal works in compliance since the development will be introducing a neighborhood with a mix of housing intensities to include smaller townhouse sized lots as well as larger single-family lots. Additionally, Principle 8 of the Chapter 3 requests that land use policies and regulations support the creation of more balanced neighborhoods, which include “a variety of housing options, access to open space, and contain activity centers such as parks…” The applicant is proposing to develop more specifically delineated park space and an amenity center in the development which will help give the residents a diversity of recreation allowing for a more balance feel than the stark delineation between uses that presently exists because of the golf course.

This development works both for and against creating a sense of community. Principle 5 of Chapter 3 requests planning for community amenities such as parks and open space to

support “community activity, personal interaction a sense of place, and ultimately a sense of ownership in the community.” The applicant is proposing to include a park, greenspace, and an amenity center all of which will contribute to creating a sense of place for new residents. However, the proposed development will also be removing the existing golf course that acts as a pivotal place-making a feature of the existing neighborhoods in this area.

Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Development Policy Areas” seeks to address a lack of parks and greenways across the area. The “Future Land Use Map” designates this area for Park/Open Space, a classification which calls for the area “to remain undeveloped and natural or recreational in character.” Upon first glance, this project is in clear opposition to this guidance from the comprehensive plan because the applicant is proposing to develop this area. However, there is a lens in which this development complies with the goals of the comprehensive plan.

Chapter 9 of the Tall City Tomorrow Plan also seeks to keep us aware of the need for parks and recreational development as Midland continues to expand. Goal 1 of Chapter 9 seeks to provide park facilities accessible to the growing population, nothing that “Midland’s historic trend has been to focus on the need for housing and commercial needs during growth periods without the consideration of additional open space needs.” Chapter 9 also highlights that creating park space in the area outside of Loop 250 should be a priority as developments continue. This development both supports and is in conflict with this goal because, on one hand, it creates more specifically delineated green space which residents that do not play golf will be able to enjoy. On the other, it removes approximately 140 acres of open space and the recreation opportunities afforded to the community by having a second golf course with public access.

The base zoning districts to which the use and development of the Property shall conform, except as modified by conditions listed below, are as follows:

A. That the portions of the Property identified as “AE” in Exhibit A attached here to and incorporated herein for all purposes, AE, Agricultural Estates District;

B. That the portions of the Property identified as “SF-1” in Exhibit A, SF-1, Single-Family Dwelling District;

C. That the portions of the Property identified as “SF-2” in Exhibit A, SF-2, Single-Family Dwelling District,

D. That the portions of the Property identified as “SF-3” and “GH (O Lot Lines)” in Exhibit A, SF-3, Single-Family Dwelling District;

E. That the portions of the Property identified as “TH” in Exhibit A, TH, Townhouse Dwelling District;

F. That the portions of the Property identified as “LR” in Exhibit A, T LR, Local Retail District;

This request was approved at the October 18, 2021, Planning and Zoning Commission meeting. With a 4-2 vote.

If this Zone Change from AE, Agricultural Estates District to PD, Planned Development District for a Housing Development and Shopping Center is approved, staff recommends that it should be subject to conditions A through D.

Conditions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "B".

B. That each lot identified as Exhibit "B" as "Proposed GH (zero lot lines (50' Wide))" is subject to the following conditions and regulation:

1. The front yard setback shall be 10 feet.

2. The rear yard setback shall be zero feet.

3. One side of the lot shall have a side yard setback of zero feet, and the other side of the lot shall have a side yard setback of 10 feet.

4. The house shall be built on one side lot line, and the house or screening wall shall extend to the front yard setback line and to the rear lot line.

5. The owner of the that adjoins the side of the lot on which there is a 10-foot side yard setback shall be granted a 10-foot easement that shall run with the land for purposes of maintenance, roof overhang, and drainage.

6. That the maximum building area coverage shall not exceed 70 percent of the lot area.

C. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscape shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

D. That the signs on the property shall conform to the regulations set in Title XI, Chapter 7a.

Letters of Objection:

As of November 4, 2021, staff has received 62 letters of objection to this request, which amounts to 11% objections within the 200- foot notification area.

Attachments:

Application

Site Plan (Site Plan (Exhibit for Illustrative Purposes Only) (Exhibit A))
Site Plan (Exhibit B)
Preliminary Plat (Exhibit C)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 21, GRASSLAND ESTATES ADDITION, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT AND A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND CALLAWAY 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, 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 1, Block 21, Grassland Estates Addition, Section 16, City and County of Midland, Texas (the "Property"), to PD, Planned Development District for a Housing Development and a Shopping 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 AE, Agricultural Estate District to PD, Planned Development District for a Housing Development and a Shopping Center.

SECTION TWO. That the base zoning districts to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, are as follows:

A. For the portions of the Property identified as "AE" in Exhibit "A", which is

attached hereto and incorporated herein for all purposes, AE, Agricultural Estate District;

B. For the portions of the Property identified as "SF-1" in Exhibit "A", SF-1, Single-Family Dwelling District;

C. For the portions of the Property identified as "SF-2" in Exhibit "A", SF-2, Single-Family Dwelling District;

D. For the portions of the Property identified as "SF-3" and "GH (0 LOT LINE)" in Exhibit "A", SF-3, Single-Family Dwelling District;

E. For the portions of the Property identified as "TH" in Exhibit "A", TH, Townhouse (Attached) Dwelling District;

F. For the portions of the Property identified as "LR" in Exhibit "A", LR, Local Retail District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "B" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "B".

B. That each lot identified in Exhibit "B" as "PROPOSED GARDEN HOME (ZERO LOT LINE 50' WIDE)" shall be subject to the following conditions and restrictions:

1. The front yard setback shall be 10 feet.

2. The rear yard setback shall be zero feet.

3. One side of the lot shall have a side yard setback of zero feet, and the other side of the lot shall have a side yard setback of 10 feet.

4. The house shall be built on one side lot line, and the house or screening wall shall extend to the front yard setback line and to the rear lot line.

5. The owner of the lot that adjoins the side of the lot on which there is a 10-foot side yard setback shall be granted a 10-foot easement that shall run with the land for purposes of maintenance, roof overhang, and drainage.

6. The maximum building area coverage shall not exceed 70 percent of the lot area.

C. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

D. That the signs on the Property shall conform to the regulations set forth in Title XI, Chapter 7a.

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

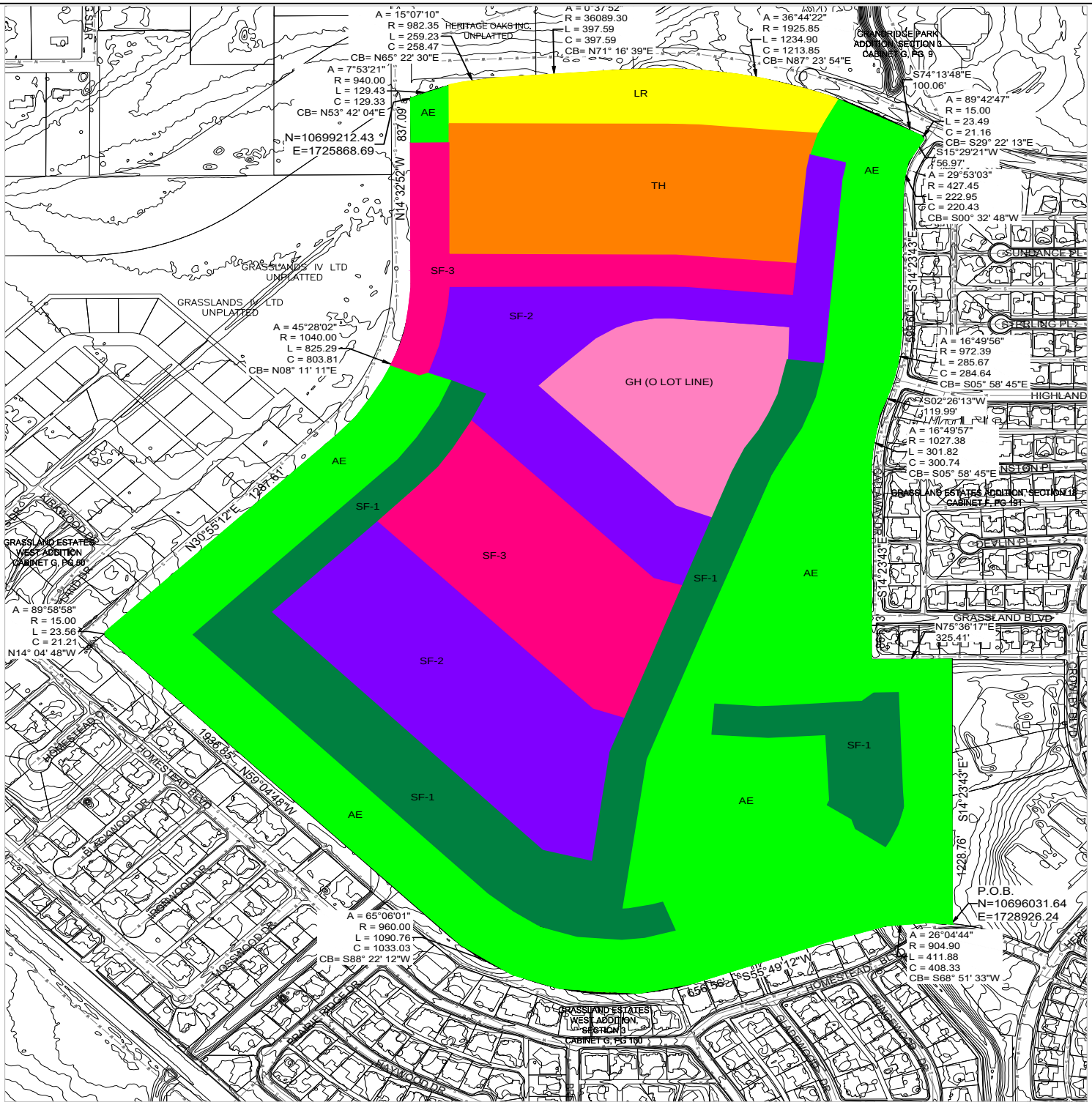
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



NOTES:

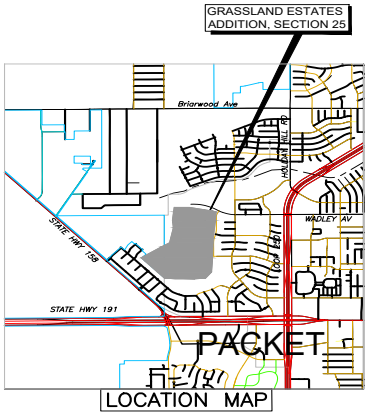
1. LOT LINES ARE APPROXIMATE.
2. ROADWAYS ARE APPROXIMATE ALIGNMENTS

200' 100' 0 200'
Original Scale: 1"=200'

PRELIMINARY PLAT

GRASSLAND ESTATES ADDITION, SECTION 25

Being a Replat of Lot 1 Block 21, Grassland Estates Addition, Section 16 to the City and County of Midland, Texas



LOCATION MAP

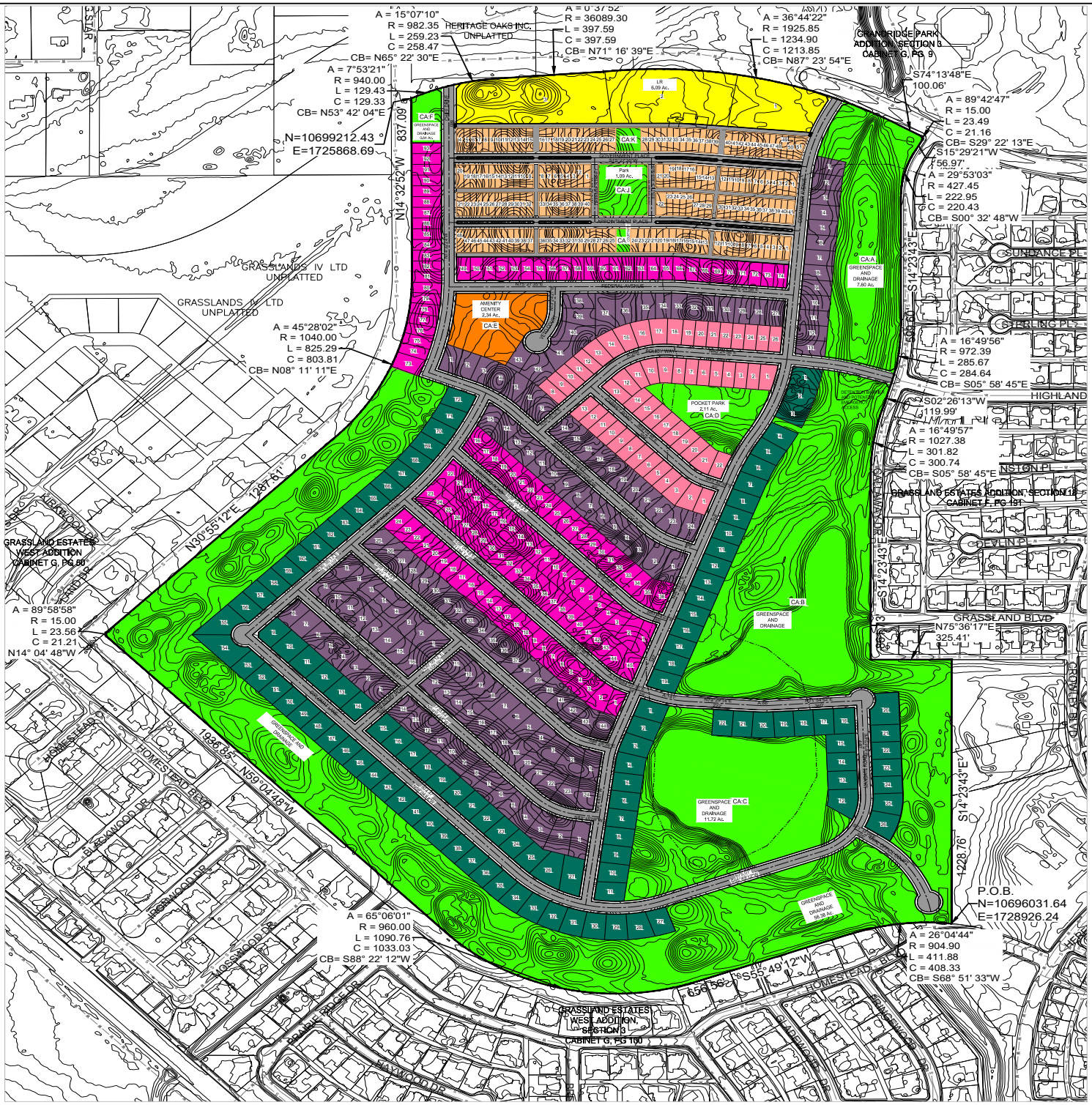
OWNER:

Midland–Odessa Golf Corp
P.O. Box 12580
Odessa, Texas 79768

ENGINEER:

Parkhill
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447

EXHIBIT "B"



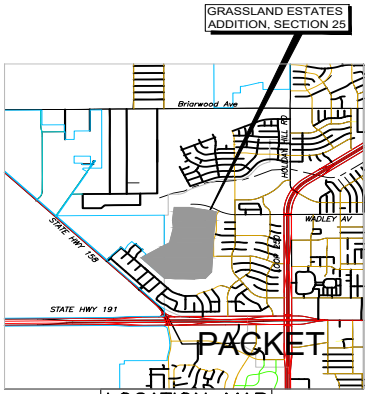
NOTES:

1. LOT LINES ARE APPROXIMATE.
2. ROADWAYS ARE APPROXIMATE ALIGNMENTS

200' 100' 0 200'
Original Scale: 1"=200'

LEGEND

	EXISTING LOT LINES
	EXISTING RIGHT OF WAY
	PROPOSED PLAT LIMITS
	PROPOSED STREET ROW
	PROPOSED PLATTED LOT LINES
	PROPOSED EASEMENTS
	PROPOSED CENTERLINE ROAD
CA:A	PROPOSED COMMON AREA NAME
AE	PROPOSED GREENSPACE / POCKET PARK
SF-2	PROPOSED AMENITY CENTER
LR	PROPOSED LR
SF-1	PROPOSED SF-1 (80' WIDE)
SF-2	PROPOSED SF-2 (65' WIDE)
SF-3	PROPOSED SF-3 (50' WIDE)
TH	PROPOSED TH (30' WIDE)
GH	PROPOSED GARDEN HOME (ZERO LOT LINE 50' WIDE)



LOCATION MAP

PRELIMINARY PLAT
GRASSLAND ESTATES ADDITION, SECTION 25

Being a Replat of Lot 1 Block 21, Grassland Estates Addition, Section 16 to the City and County of Midland, Texas

LOT COUNT		
TYPE	# OF LOTS	ACRES
GREENSPACE	8	80.11
AMENITY CENTER	1	2.34
LR	3	7.72
SF-1	113	26.84
SF-2	145	29.08
SF-3	137	19.45
TH	177	11.70
GARDEN HOME (ZERO LOT LINE)	54	8.13

OWNER:

Midland–Odessa Golf Corp
P.O. Box 12580
Odessa, Texas 79768

ENGINEER:

Parkhill
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0268

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland-Odessa Golf Corp - Jon Crain		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address P.O. Box 12580	City Odessa	State Tx	Zip 79768

Property Owner Printed Name: Midland-Odessa Golf Corp - Jon Crain		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address P.O. Box 12580	City Odessa	State Tx	Zip 79768

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender Job # 1548.21		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 W. Wall Street, Suite 100	City Midland	State Tx	Zip 79701

Street Address: 6101 W Wadley Ave.

Legal Description
Lot: 1 Block: 21 Subdivision: Grassland Estates, Section 16

Current Zoning: AE

Proposed Zone:
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Allow development of multi-use site including SF-1, SF-2, SF-3, TH and Local Retail

Present Use of Property: Golf Course

Proposed Use of Property: Residential and Commercial

How would this zone change affect the public health, safety and welfare? It will provide additional housing opportunities for the city and redevelop land with an uncertain future.

Describe how conditions affecting the property have changed since present zoning designation: This change of zoning will create a change for the adjacent properties, but many amenities have been proposed to alleviate the perceived detriments, including a large green-space buffer as shown on the site plan.

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
SEP 22 2021
BY:

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jon Crain	Date: 9-21-21
Applicant (printed): JON CRAIN	
Property Owner (signature): Jon Crain	Date: 9-21-21
Property Owner (printed) : JON CRAIN	

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 Josh Wallender, Parkhill who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland-Odessa Golf Corp, 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 22 day of September, 2021, to certify which witness my hand and seal of office.

MIRNA A. GRANADOS
Notary Public, State of Texas
Comm. Expires 04-07-2024
Notary ID 130610784

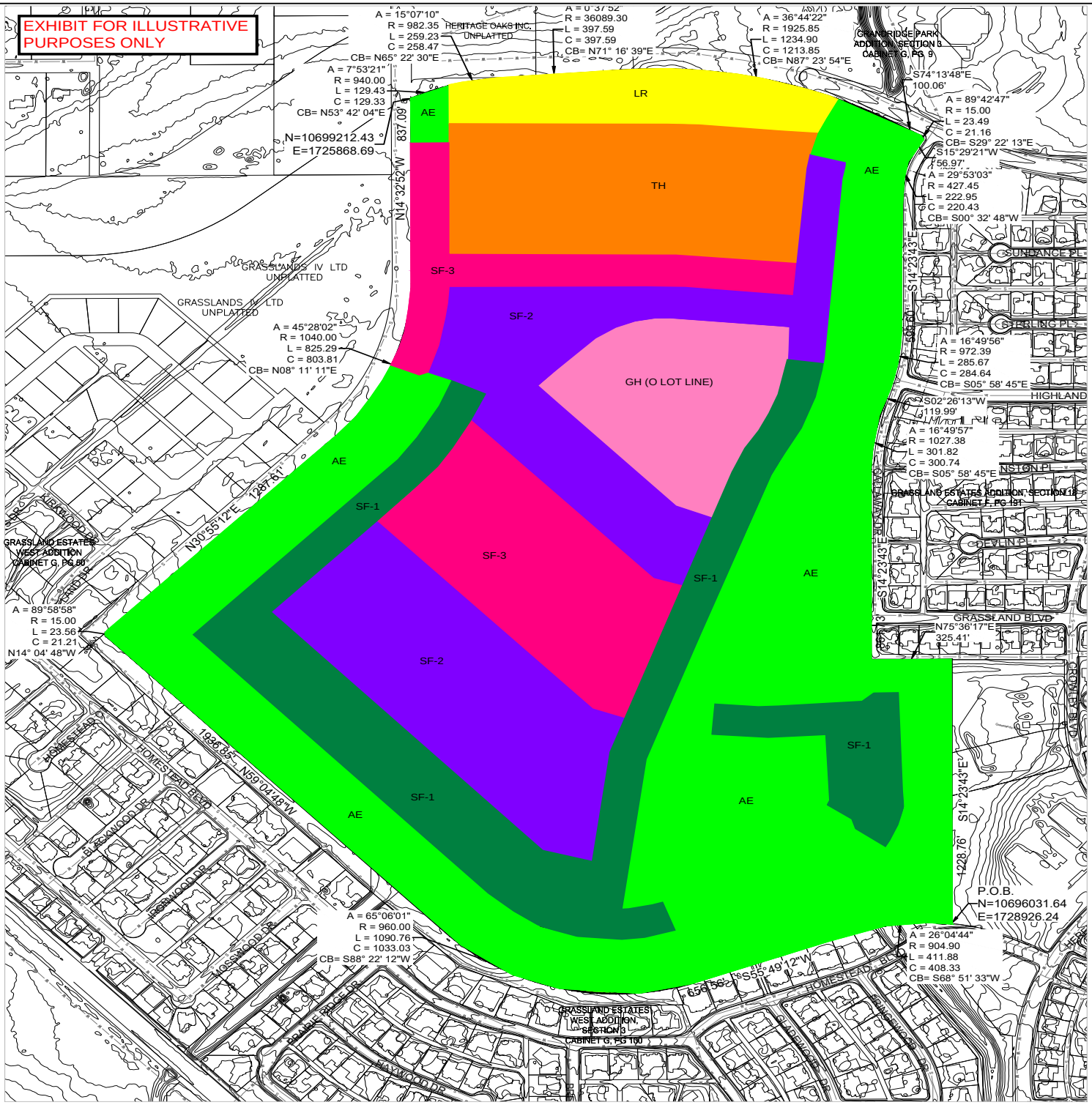
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☑ Files in Digital Format (PDF/JPEG)
Check # paid	☐ Petition
Received By:	Date:

RECEIVED
SEP 22 2021
BY: .....

Application will not be considered for scheduling until reviewed by a planner.



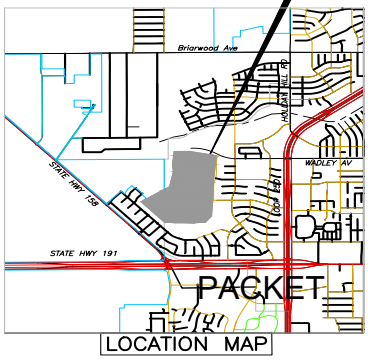
NOTES:

1. LOT LINES ARE APPROXIMATE.
2. ROADWAYS ARE APPROXIMATE ALIGNMENTS

200' 100' 0 200'
Original Scale: 1"=200'

PRELIMINARY PLAT
GRASSLAND ESTATES ADDITION, SECTION 25

Being a Replat of Lot 1 Block 21, Grassland Estates Addition, Section 16 to the City and County of Midland, Texas



LOCATION MAP

LEGEND

	EXISTING LOT LINES
	EXISTING RIGHT OF WAY
	PROPOSED PLAT LIMITS
	PROPOSED STREET ROW
	PROPOSED PLATTED LOT LINES
	PROPOSED EASEMENTS
	PROPOSED CENTERLINE ROAD
CA:A	PROPOSED COMMON AREA NAME
AE	PROPOSED GREENSPACE / POCKET PARK
SF-2	PROPOSED AMENITY CENTER
LR	PROPOSED LR
SF-1	PROPOSED SF-1 (80' WIDE)
SF-2	PROPOSED SF-2 (65' WIDE)
SF-3	PROPOSED SF-3 (50' WIDE)
TH	PROPOSED TH (30' WIDE)
GH	PROPOSED GARDEN HOME (ZERO LOT LINE 50' WIDE)

LOT COUNT

TYPE	# OF LOTS	ACRES
GREENSPACE	8	80.11
AMENITY CENTER	1	2.34
LR	3	7.72
SF-1	113	26.84
SF-2	145	29.08
SF-3	137	19.45
TH	177	11.70
GARDEN HOME (ZERO LOT LINE)	54	8.13

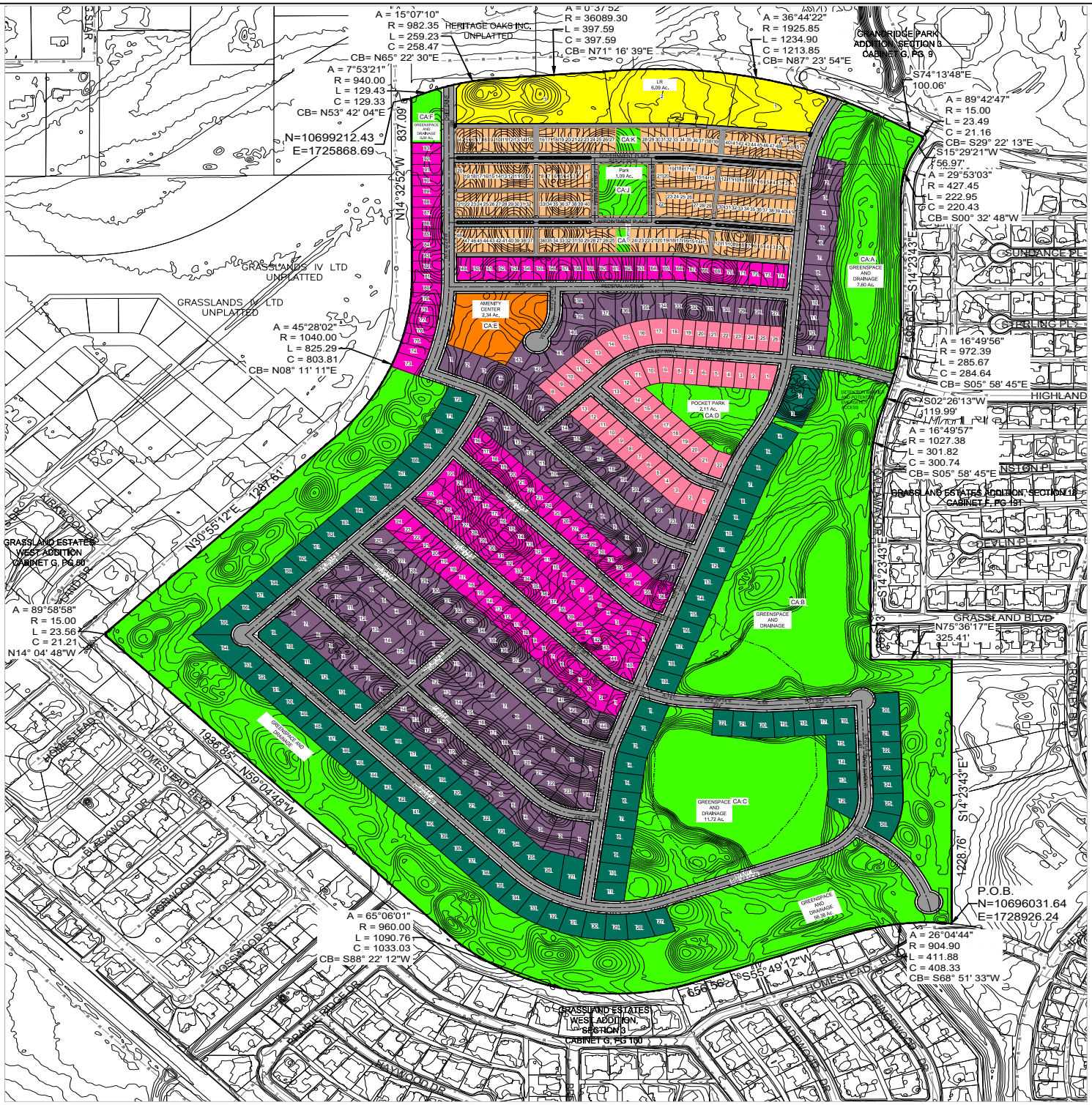
OWNER:

Midland–Odessa Golf Corp
P.O. Box 12580
Odessa, Texas 79768

ENGINEER:

Parkhill
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447

EXHIBIT "B"



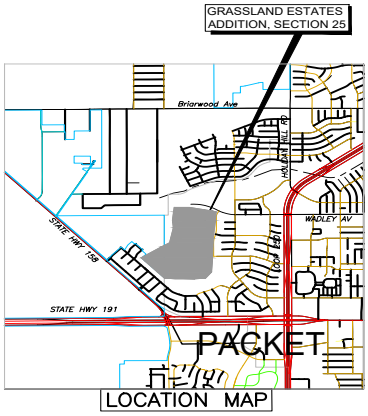
NOTES:

1. LOT LINES ARE APPROXIMATE.
2. ROADWAYS ARE APPROXIMATE ALIGNMENTS

200' 100' 0 200'
Original Scale: 1"=200'

PRELIMINARY PLAT
GRASSLAND ESTATES ADDITION, SECTION 25

Being a Replat of Lot 1 Block 21, Grassland Estates Addition, Section 16 to the City and County of Midland, Texas



LOCATION MAP

LEGEND

	EXISTING LOT LINES
	EXISTING RIGHT OF WAY
	PROPOSED PLAT LIMITS
	PROPOSED STREET ROW
	PROPOSED PLATTED LOT LINES
	PROPOSED EASEMENTS
	PROPOSED CENTERLINE ROAD
CA:A	PROPOSED COMMON AREA NAME
AE	PROPOSED GREENSPACE / POCKET PARK
SF-2	PROPOSED AMENITY CENTER
LR	PROPOSED LR
SF-1	PROPOSED SF-1 (80' WIDE)
SF-2	PROPOSED SF-2 (65' WIDE)
SF-3	PROPOSED SF-3 (50' WIDE)
TH	PROPOSED TH (30' WIDE)
GH	PROPOSED GARDEN HOME (ZERO LOT LINE 50' WIDE)

LOT COUNT

TYPE	# OF LOTS	ACRES
GREENSPACE	8	80.11
AMENITY CENTER	1	2.34
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SF-1	113	26.84
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GARDEN HOME (ZERO LOT LINE)	54	8.13

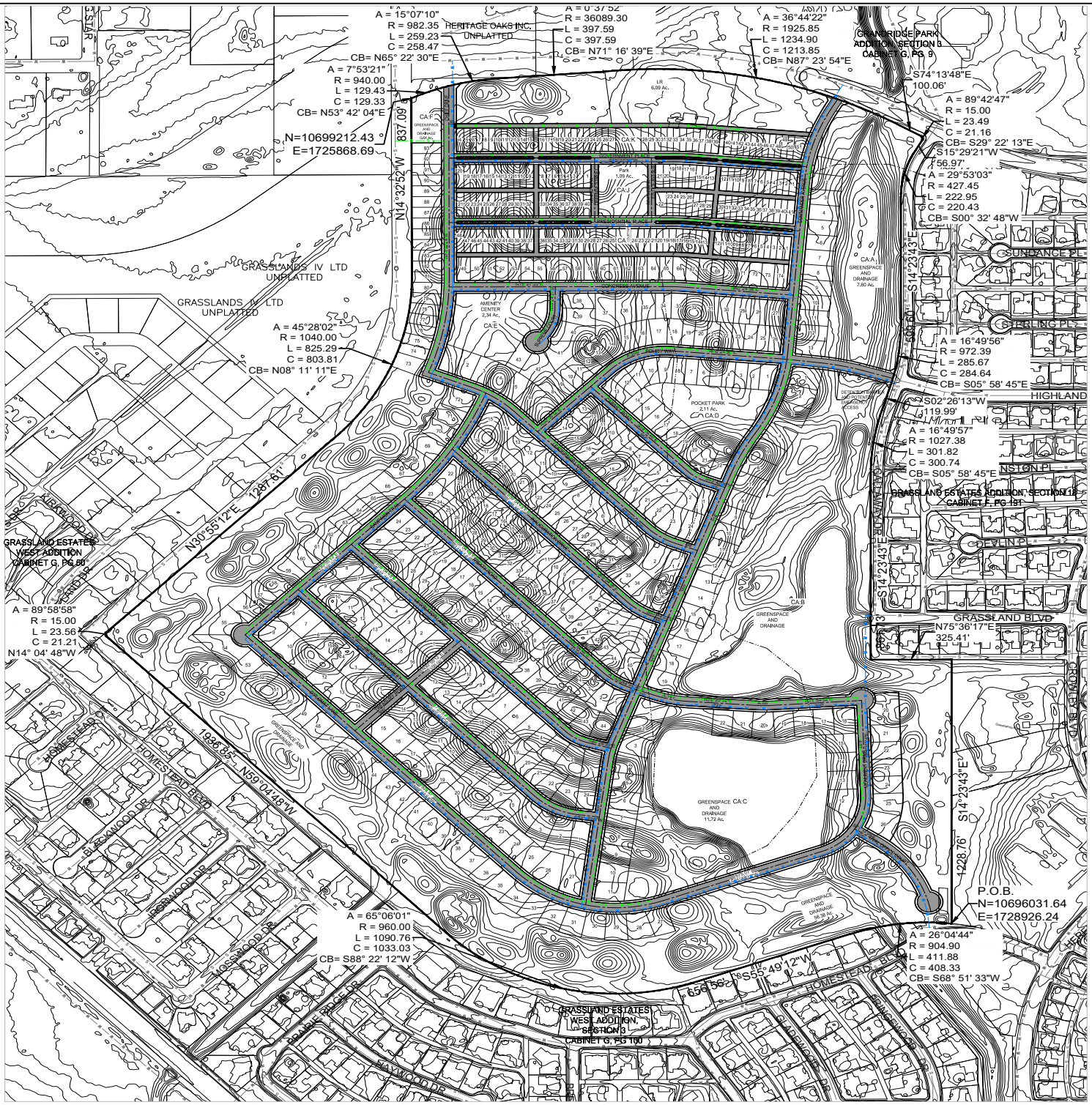
OWNER:

Midland–Odessa Golf Corp
P.O. Box 12580
Odessa, Texas 79768

ENGINEER:

Parkhill
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447

EXHIBIT "C"



NOTES:

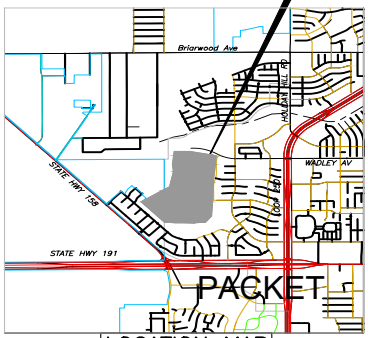
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THESE LOTS MAY BE DEVELOPED OR BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. 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.
4. ALL ROADS IN SUBDIVISION ARE PRIVATE AND CONTAIN A PUBLIC UTILITY EASEMENT.

Original Scale: 1"=200'

PRELIMINARY PLAT
GRASSLAND ESTATES ADDITION, SECTION 25

Being a Replat of Lot 1 Block 21, Grassland Estates Addition, Section 16 to the City and County of Midland, Texas

GRASSLAND ESTATES ADDITION, SECTION 25



LOCATION MAP

LEGEND

	EXISTING LOT LINES
	EXISTING RIGHT OF WAY
	PROPOSED PLAT LIMITS
	PROPOSED STREET ROW
	PROPOSED PLATTED LOT LINES
	PROPOSED EASEMENTS
	PROPOSED CENTERLINE ROAD
CA:A	PROPOSED COMMON AREA NAME
W W W	PROPOSED WATER
S S S	PROPOSED SEWER

OWNER:

Midland-Odessa Golf Corp
P.O. Box 12580
Odessa, Texas 79768

ENGINEER:

Parkhill
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447

HERITAGE OAKS INC.
UNPLATTED

GRANDRIDGE PARK
ADDITION, SECTION 3
CABINET G, PG 9

GRASSLANDS IV LTD
UNPLATTED

A = 15°07'10"
R = 982.35
L = 259.23
C = 258.47
CB= N65° 22' 30"E

A = 0°37'52"
R = 36089.30
L = 397.59
C = 397.59
CB= N71° 16' 39"E

A = 36°44'22"
R = 1925.85
L = 1234.90
C = 1213.85
CB= N87° 23' 54"E

A = 7°53'21"
R = 940.00
L = 129.43
C = 129.33
CB= N53° 42' 04"E

N=10699212.43
E=1725868.69

N14°32'52"W 837.09'

S74°13'48"E
100.06'

A = 89°42'47"
R = 15.00
L = 23.49
C = 21.16
CB= S29° 22' 13"E

S15°29'21"W
56.97'

A = 29°53'03"
R = 427.45
L = 222.95
C = 220.43
CB= S00° 32' 48"W

S14°23'43"E 599.60'

A = 45°28'02"
R = 1040.00
L = 825.29
C = 803.81
CB= N08° 11' 11"E

A = 16°49'56"
R = 972.39
L = 285.67
C = 284.64
CB= S05° 58' 45"E

S02°26'13"W
119.99'

A = 16°49'57"
R = 1027.38

LR
6.09 Ac.

GREENSPACE
AND
DRAINAGE
0.64 Ac.

GREENSPACE
AND
DRAINAGE
7.60 Ac.

Park
1.09 Ac.

AMENITY
CENTER
2.34 Ac.

POCKET PARK
2.11 Ac.

CHIEF DRIVE
GOVERNMENT PLACE
DEFENSE STREET
JUSTICE AVENUE
COMMANDER AVENUE
PRESIDENTIAL PLACE
COURTYARD
CONGRESS AVENUE
SUPREME COURT
POLICY WAY
CABINET ROAD

DETENTION BARRIER
AND POTENTIAL
EMERGENCY
ACCESS

100' 50' 0 100'
Original Scale: 1"=100'

PRELIMINARY PLAT
PRESIDENTIAL
ESTATES ADDITION
PAGE 2

L = 825.29
C = 803.81
CB= N08° 11' 11"E

N30°55'12"E 1287.61'

A = 89°58'58"
R = 15.00
L = 23.56
C = 21.21
CB= N14° 04' 48"W

1936.85' N59°04'48"W

656.56' S55°49'12"W

A = 65°06'01"
R = 960.00
L = 1090.76
C = 1033.03
CB= S88° 22' 12"W

A = 26°04'44"
R = 904.90
L = 411.88
C = 408.33
CB= S68° 51' 33"W

1228.76' S14°23'43"E

A = 16°49'56"
R = 972.39
L = 285.67
C = 284.64
CB= S05° 58' 45"E

S02°26'13"W
119.99'

A = 16°49'57"
R = 1027.38
L = 301.82
C = 300.74
CB= S05° 58' 45"E

861.73' S14°23'43"E

N75°36'17"E
325.41'

P.O.B.
N=10696031.64
E=1728926.24

GRASSLAND ESTATES ADDITION, SECTION 18
CABINET F, PG 191

GRASSLAND ESTATES
WEST ADDITION
CABINET G, PG 50

POCKET PARK
2.11 Ac.
CA:D

GREENSPACE
AND
DRAINAGE

GREENSPACE CA:C
AND
DRAINAGE
11.72 Ac.

GREENSPACE
AND
DRAINAGE
56.38 Ac.

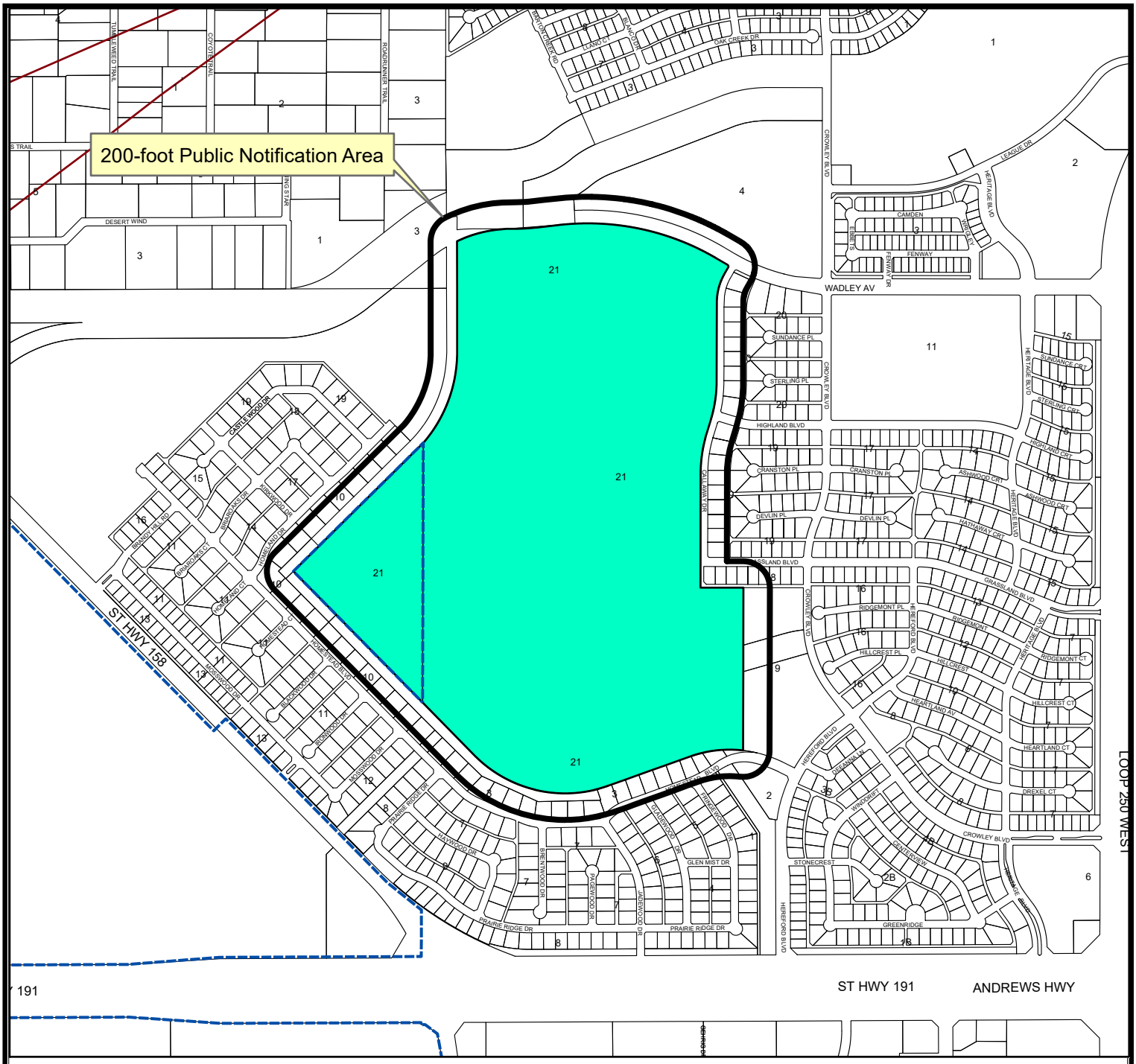
DETENTION BARRIER
AND POTENTIAL
EMERGENCY
ACCESS

POLICY WAY
CABINET ROAD
LEGISLATOR LANE
CAMPAIGN TRAIL
NAUGHATON DRIVE
TREATY ROAD
RESOLUTION STREET
DIPLOMA LANE
TREASURY ROAD
MONUMENT TERRACE
JUDICIAL OFFICE COURT

HIGHLAND BLVD
CRANSTON PL
DEVLIN PL
GRASSLAND BLVD
CROWLEY BLVD
HOMESTEAD BLVD
HEREFORD BLVD
DEEANNA LN
GALLAWAY DR
KIRKWOOD DR
MELAND DR
HOMESTEAD CT
BLACKWOOD DR
IRONWOOD DR
MOSSWOOD DR

150' 75' 0 150'
Original Scale: 1"=150'

PRELIMINARY PLAT
PRESIDENTIAL
ESTATES ADDITION
PAGE 3



LOCATION MAP

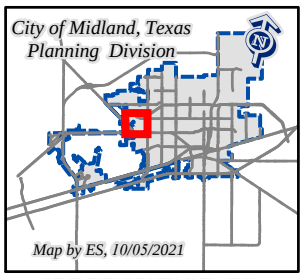
Z-21-0268 **Scale: 1" = 200'**

Consider a request by Midland-Odessa Golf Corp., for a Zone Change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development and Shopping Center on Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas

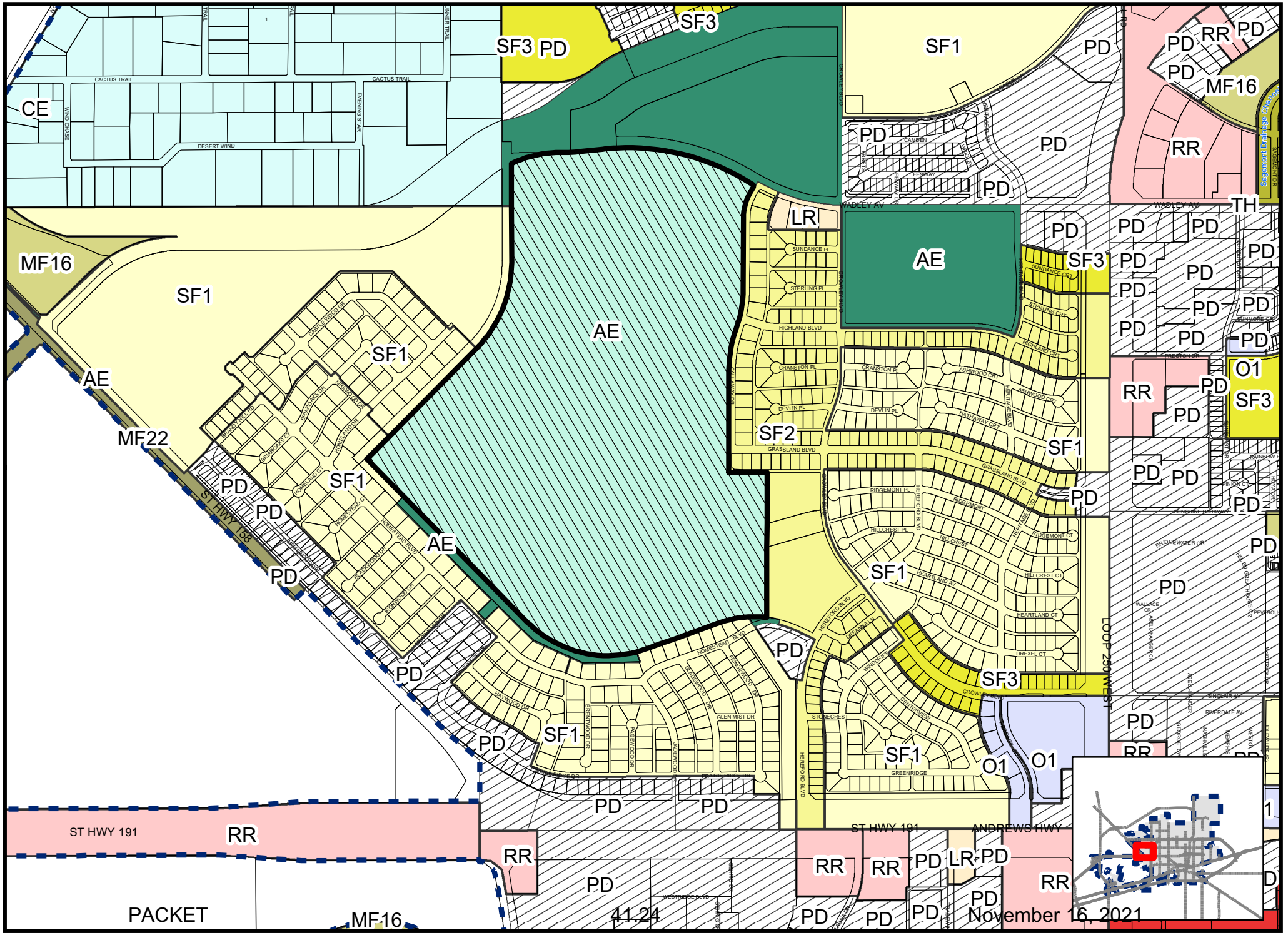
Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive (Council District 4)

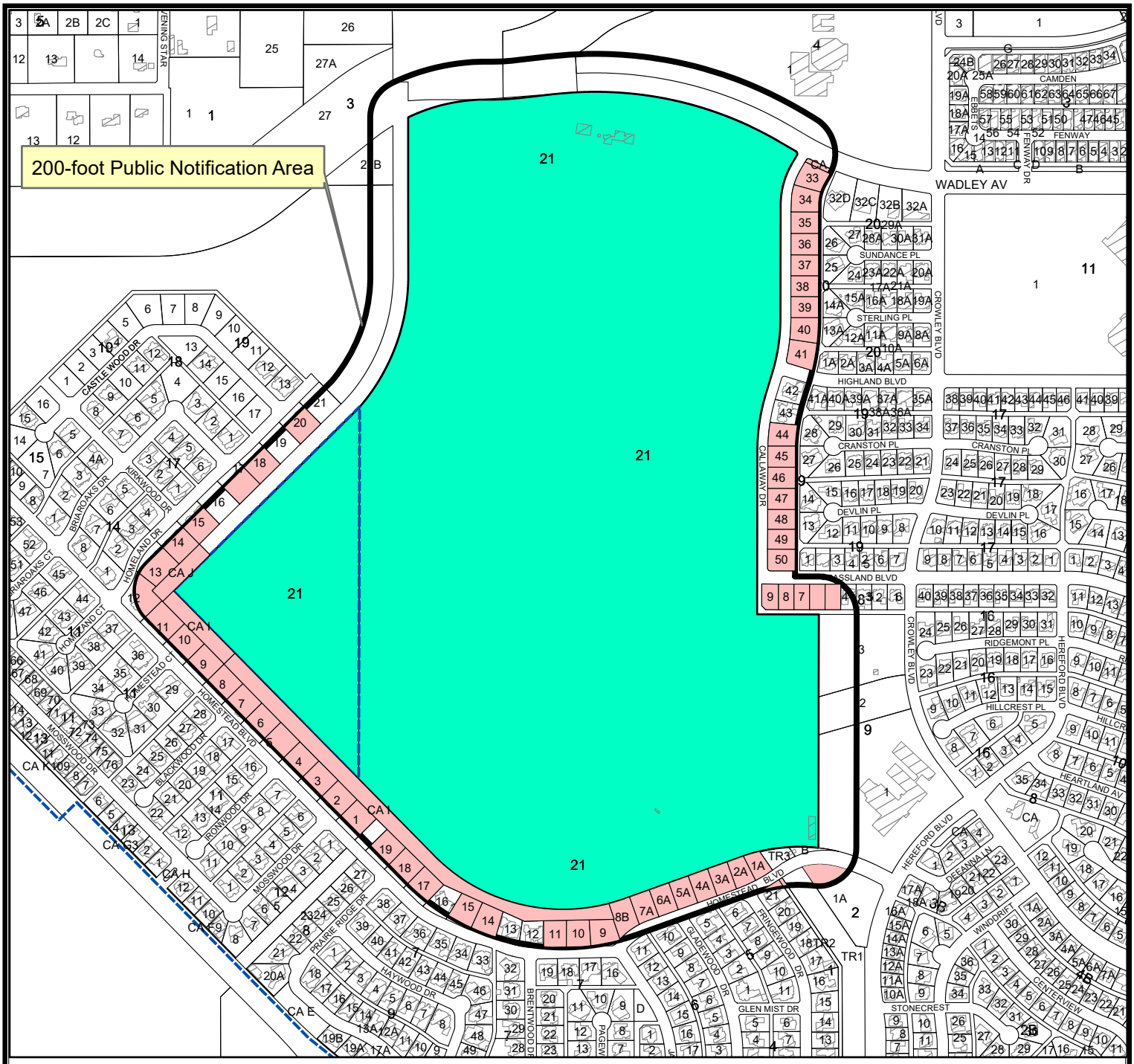
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



November 16, 2021


SF3
SF3 PD
SF1
PD
PD
RR
PD
PD
MF16
CE
CACTUS TRAIL
CACTUS TRAIL
WIND CHASE
EVENING STAR
DESERT WIND
Sagemont Drainage Channel
SAGEMONT DR
PD
PD
PD
PD
WADLEY AV
WADLEY AV
TH
LR
AE
PD
PD
PD
SF3
PD
PD
PD
PD



LOCATION MAP

11% OBJECTION

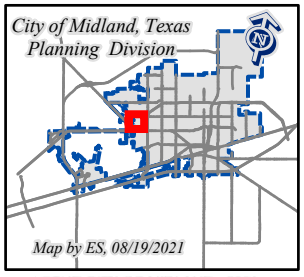
Z-21-0235 **Scale: 1" = 200'**

Consider a request by B&H Equity Investments, LLC for a Zone Change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development and Office Center on a 223-acres tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas

Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- OBJECTIONS



November 16, 2021

MIDLAND
Planning Division

RECEIVED
NOV 10 2021
BY: .....

DIAZ ROLANDO JR
3112 CALLAWAY DR
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **Tuesday, November 16, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, and via video conference on a request by **Midland-Odessa Golf Corp.** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas

LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

ZONING: **From:** AE, Agricultural Estate District
To: PD, Planned Development District for a Housing Development and Shopping Center

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓

Comments:

Required Information:

Property Owner's Signature	Roland Diaz Jr Printed Name	3112 Callaway Dr. Midland, TX Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 77
Date Mailed: October 29, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
Planner's Initials ES

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/967/primegov-meetings

MIDLAND
Planning Division

RECEIVED
NOV 09 2021

BARLOW KEITH
5817 GRASSLAND BLVD
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **Tuesday, November 16, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, and via video conference on a request by **Midland-Odessa Golf Corp.** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas

LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

ZONING: **From:** AE, Agricultural Estate District
To: PD, Planned Development District for a Housing Development and Shopping Center

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X (SEE Attached Letter)

Comments: We are STRONGLY opposed to the proposed high density development - flooding & diminution of existing property values.

Required Information:

Keith Barlow | Keith Barlow | 5817 Grassland Ct
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 77
Date Mailed: October 29, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
Planner's Initials ES

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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DATE: November 8, 2021

RE: **<u>Opposition</u> to zoning change and development of Nueva Vista Golf Course**
Case Number: Z-21-0268
Case Name: Presidential Estates

TO: Midland Planning Division

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

FROM: Keith and Margie Barlow
5817 Grassland CT (a/k/a Grassland Boulevard)
Midland, Texas 79707-5030

My wife and I live on the corner of Grassland & Callaway. Nueva Vista Golf Course is due west and due south of our home. We purchased our lot and built our home in 2001, and we selected this lot since we liked the conformity and spaciousness of the residential development found in the Grassland neighborhood and the open space provided by Nueva Vista Golf Course.

We oppose any high-density development on the Nueva Vista Golf Course property. There are many issues concerning the proposed development including enhanced drainage issues, loss of green space, intrusion and/or alteration of established wetlands, higher density development, lack of conformity with nearby uses, and excess traffic in to and through Grassland Estates. We are primarily concerned about the following factors:

- **Storm Drainage Problems.**
- **Changing Conformity and Character of Our Neighborhood.**

<u>Drainage</u>

It was my impression early on that Nueva Vista Golf Course was developed where it is since it **<u>is was developed on top of two (2) playa lakes and associated low areas.</u>** We are very concerned about flood drainage and floodwater retention. Our lot was engineered to be one (1) foot above the flood level, so we are worried about the addition of a several hundred more rooftops with associated driveways, sidewalks, hardscape, alleys and streets that facilitate more runoff. We have seen flood waters cross over the 6th, 10th, 11th, and 12th fairways, as well as the driving range and areas surrounding the green for hole No. 2 on numerous occasions.

I don't believe that there is one encompassing drainage land for the total area from Grassland to Thomason Drive, but one can follow drainage ditches and large concrete culverts from Nueva Vista going under SH 191, through commercial and apartment developments and going into Legends residential development – a high density residential development. It appears that runoff from rainfall flowing into the lakes and low areas of the Nueva Vista Golf Course property is collected from SH 191 and Loop 250, Grande Football Stadium, Rockhounds Ballpark, commercial uses including HEB and Sam's along with large and small office buildings with paved parking lots and parking garages, numerous motels and apartments. The existing drainage improvements already serve hundreds of residential properties in Grassland Estates and Grassland West. In summary, the flood retention areas of Nueva Vista Golf Course appear to be <u>used to their capacity with heavy rainfall.</u>

In checking with FEMA (Federal Emergency Management Agency) Map Center, Flood Maps covering most of Grassland Estate and Grassland West, Panels #0068F & #0200F, have not been updated since December 6, 1999. **What we have is a patchwork flood plan with outdated FEMA Maps.**

It would be prudent to have the FEMA maps updated and cohesive flood plan prepared before any zoning change is approved, especially when intensive development is planned in the middle of a flood plain area. It would also seem fair to let neighboring residents have an independent, third-party engineering firm review any flood plan submitted for the area.

Lack of Conformity and Changing Character of Our Neighborhood

A vast majority of lots in Grassland Estates and Grassland West are zoned SF-1 which has a minimum lot area of 9,000 square feet. The primary zoning classifications on early designs for the development of Nueva Vista Golf Course were comprised of predominantly small lots with much higher-density zoning classifications:

- SF-2 which has minimum lot area of 7,000 square feet.
- TH which has a minimum lot area of 2,500 square feet.

Based on recent developments in Midland, the subdivision plan for SF-2 and TH will probably not have alleys for the purpose of *increasing* the density. It does not appear that any alleys were shown on a color version of the proposed subdivision plat for Nueva Vista.

The adjoining neighborhoods of Grassland Estates and Grassland West have a lot of space: wide streets, 25-foot-wide alleys, and LARGE yards with grass and shrubs (NOT GRAVEL AND ROCKS) to catch rainfall. The proposed development has high density with nothing but hard surfaces for stormwater runoff.

COMPARISONS OF EXISTING NEIGHBORHOOD DENSITY TO PROPOSED DENSITY				
Zoning and Density Comparisons	**Grassland Estates**	**Grassland West**	**Proposed Zoning**	**Proposed Density (Units / Acre)**
Predominant Zoning	SF-1 & SF-2	SF-1	GH	6.64
# of homes	575	355	TH	10
Net Acres	240	197	SF-3	7.04
Density (Units/Acre)	**2.40**	**1.80**	SF-2	4.99
			SF-1	4.21

Sources: midcad & P&Z

A proposed subdivision plan for the Nueva Vista property resembled a high-density subdivision with similar to smaller lots of Los Patios (SF-2 and TH) or Legends (SF-3), *unlike* the adjoining neighborhoods of Grassland Estates and Grassland West with larger lots (primarily SF-1). We ask that strong consideration be given to substantial expansion to the of SF-1 lots, along with consideration to incorporating the use of Country Estate ("CE") lots in the subdivision plan.

Soloman Estates and Concho Estates have been built out as quality neighborhoods with larger dwellings – more similar to the homes in Grassland Estates and Grassland West. A less dense subdivision such as one involving CE lots would require fewer public improvements and lower costs per lot for development where drainage issues could be more easily mitigated. Also, some of the open space appeal of the Nueva Vista Golf Course could be maintained.

On May 17, 2021, P&Z approved SF-1 zoning for Grassland West – a continuance of conforming uses of an adjoining and existing development. Most of the zoning was for SF-1 while two (2) tracts on Wadley were zoned RR. This is a good continuation of existing zoning (SF-1) and conformity with existing uses, with a transition to retail on Wadley. A consideration for the development of Nueva Vista could be similar with office sites on Wadley similar to the properties in the 5800 block of West Wadley, with the rest of land zoned SF-1, along with special consideration to flooding issues.

Homeowners in Midland give power to P&Z and City Council to control uses **to protect our properties and our property values.** The job of our public servants is to **protect our homes** from flooding and to ensure compatibility and conformity in new development and smart growth – not just high-density growth. The landowner has a right to sell his property, and the out-of-state developer has the right to develop the property – but not to the detriment of homeowners located in existing and adjoining developments.

In closing, we are strongly opposed to any high-density residential development on the Nueva Vista Property. We appreciate any consideration given to our concerns regarding the proposed development of Nueva Vista Golf Course. Please contact me if you have any questions or comments.

Respectfully submitted,

Keith Barlow, ARA, MAI

Margie Barlow

MIDLAND
Planning Division

RECEIVED
NOV 09 2021

NOBLES FRED T
6312 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **Tuesday, November 16, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, and via video conference on a request by **Midland-Odessa Golf Corp.** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas

LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

ZONING: **From:** AE, Agricultural Estate District
To: PD, Planned Development District for a Housing Development and Shopping Center

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓

Comments:

I AM AGAINST THIS.!!! WHO DO YA'LL REPRESENT? THE PEOPLE WHO LIVE HERE OR THE ONES THAT WANT TO CHANGE OUR ENVIRONMENT - THEY DON'T LIVE HERE.!!!

Required Information:

Fred Nobles — Fred Nobles — 6312 Homestead Blvd, Midland, TX

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 77
Date Mailed: October 29, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
Planner's Initials ES

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/967/primegov-meetings

MIDLAND
Planning Division

NOBLES FRED T
6312 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request ✓

Comments:

See attachment

Required Information:

Angela Nobles — Property Owner's Signature
Angela Nobles — Printed Name
6312 Homestead Blvd Midland, TX — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400.
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Date Mailed: October 29, 2021
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Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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It seems that it should be of upmost importance that the Developer present a viable Flood Plain plan for this development BEFORE they are granted a Zoning change.

As several of you City Council members have stated---there have been other potential buyers that did not receive an approval of their flood plain, so why keep this going and going and going? Make them get an approved flood plain in place before changing the zoning.

Especially after receiving several flooding rains earlier this year that showed what is in place right now was not adequate to hold the flood waters.

HOW MANY MIDLANDERS ARE FOR THIS DEVELOPMENT???

HOW MANY MIDLANDERS ARE FOR LOSING ANOTHER GOLF COURSE AND GREEN SPACE?

Angela Nobles

6312 Homestead Blvd. Backyard with Golf course view

RECEIVED
NOV 09 2021

MIDLAND
Planning Division

SHIPKEY GREGORY M
3212 CALLAWAY DR
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **Tuesday, November 16, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, and via video conference on a request by **Midland-Odessa Golf Corp.** for approval of a **Zone Change** on the following described property:

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I object to this request ✓

Comments:

Required Information:

Property Owner's Signature

Gregory Shipkey
Printed Name

3212 Callaway Drive
Property Address (**No P. O. Boxes**)
Midland TX 79707

If any further information is desired, please contact the Planning Division, at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 77
Date Mailed: October 29, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
Planner's Initials ES

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

RECEIVED
NOV 0 9 2021
BY: .....

SIKES JAMES L
3206 CALLAWAY DR
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **Tuesday, November 16, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, and via video conference on a request by **Midland-Odessa Golf Corp.** for approval of a **Zone Change** on the following described property:

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To: PD, Planned Development District for a Housing Development and Shopping Center

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I object to this request ✓

Comments:

Required Information:

Property Owner's Signature	James Sikes Printed Name	Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 77
Date Mailed: October 29, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
Planner's Initials ES

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

RECEIVED 2021 OCT 28 AM 8:0

BEEBE THOMAS LYNN
2704 CALLAWAY DR
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request ✓

Comments:

Object due to quality of life diminish, more congestion, inadequate drainage

Required Information:

Thomas L Beebe — Thomas L. Beebe — 2704 Callaway Dr. Midland Tx 79707

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 77
Date Mailed: October 29, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
Planner's Initials ES

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

RECEIVED
NOV 05 2021
BY: .....

STARKEY JON T
2700 CALLAWAY DR
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request X

Comments:
WE don't need to lose Any 'Green' Spaces in Midland

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	Jon Starkey	2700 Callaway Dr.

If any further information is desired, please contact the Planning Division, at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 77
Date Mailed: October 29, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
Planner's Initials ES

[signature]
Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

RECEIVED
NOV 0 5 2021
BY: .....

AKIN ZACKORY S & LAUREN ASHLEY AKIN
2508 CALLAWAY DR
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request ✓

Comments:

The proposed zoning is inconsistant with surrounding zoning.

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	Zackory & Ashley Akin	2508 Callaway Dr.

If any further information is desired, please contact the Planning Division, at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 77
Date Mailed: October 29, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
Planner's Initials ES

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

RECEIVED
OCT 18 2021
BY: .....

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday**, **October 18, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79702, and via video conference on a request by **Midland-Odessa Golf Corp.** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas

LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

PROPOSED ZONING: From: AE, Agricultural Estate District
To: PD, Planned Development District for a Housing Development and Shopping Center

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I object to this request ✓ **Comments:** _____

Required Information:

R | Rolando Diaz Jr. | 3112 Callaway Dr. Midland 79707
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: October 8, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

PUBLIC NOTICE

RECEIVED
OCT 15 2021
BY: .....

The **Planning and Zoning Commission**, of the City of Midland, Texas, will hold a public hearing at 3:30 p.m. on **Monday, October 18, 2021**, in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79702 and via videoconference on a request by **Midland-Odessa Golf Corp.** for approval of a **Residential Replat** on the following described property:

LEGAL DESCRIPTION: **On Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas.**

LOCATION: **Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 1)**

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I object to this request ✓ **Comments:** Opposed. Does not align with the surrounding neighborhood

Required Information:

[signature] / Zackary Atkin / Lauren Atkin / 2508 Callaway Dr.
Property Owner's Signature / Printed Name / Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400.

Notices Mailed: 77
Date Mailed: 10/01/2021
Case Number: SUB-21-0400
Case Name: Presidential Estates
ES : Planner's Initials

[signature]
Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

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OCT 15 2021
BY: .....

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LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

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To: PD, Planned Development District for a Housing Development and Shopping Center

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I object to this request X **Comments:** It will lower our property value

Required Information:

Sharon Sparkman | Sharon Sparkman | 2500 Callaway Dr.
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

Barry Sparkman | Barry Sparkman

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: October 8, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

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BY: .....

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I object to this request X **Comments:** It will lower my property's value

Required Information:

Barry Spartman | Barry Spartman | 2500 Callaway Dr.
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

Sharon Spartman

If any further information is desired, please contact the Planning Division at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400.

Notices Mailed: 77
Date Mailed: 10/01/2021
Case Number: SUB-21-0400
Case Name: Presidential Estates
ES : Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

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BY: .....

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I object to this request ✓ **Comments:** Opposed. Does not fit with the zoning of the surrounding neighborhood.

Required Information:

Property Owner's Signature | Zackary Akin / Lauren A. Akin (Printed Name) | 2508 Callaway Dr. (Property Address (**No P. O. Boxes**))

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: October 8, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

RECEIVED
OCT 0 4 2021
BY: .....

PUBLIC NOTICE

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LEGAL DESCRIPTION: **On Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas.**

LOCATION: **Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 1)**

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I object to this request ✓ **Comments:** We are strongly opposed to the proposed high density development & storm runoff causing flooding. SEE ATTACHED LETTER.

Required Information:

Keith Barlow — Keith Barlow — 5917 Grassland Ct

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400.

Notices Mailed: 77
Date Mailed: 10/01/2021
Case Number: SUB-21-0400
Case Name: Presidential Estates
ES : Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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DATE: October 4, 2021

RE: **<u>Opposition</u> to zoning change and development of Nueva Vista Golf Course**
Public Hearing Date: October 18, 2021
Case Number: SUB-21-00400
Case Name: Presidential Estates

TO: Midland Planning Division

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

and

Planning and Zoning Commission of the City of Midland

FROM: Keith and Margie Barlow
5817 Grassland CT (a/k/a Grassland Boulevard)
Midland, Texas 79707-5030

CC: City Council of Midland, TX

My wife and I live on the corner of Grassland & Callaway. Nueva Vista Golf Course is due west and due south of our home. We purchased our lot and built our home in 2001, and we selected this lot since we liked the conformity of the residential development found in the Grassland neighborhood and the open space provided by Nueva Vista Golf Course.

We oppose any high-density development on the Nueva Vista Golf Course property. There are many issues concerning the proposed development including enhanced drainage issues, loss of green space, intrusion and/or alteration of established wetlands, higher density development, and excess traffic in to and through Grassland Estates. We are primarily concerned about the following factors:

- **Storm Drainage Problems.**
- **Changing Conformity and Character of Our Neighborhood.**

<u>Drainage</u>

It was my impression early on that Nueva Vista Golf Course was developed where it is since it **<u>contains two (2) playa lakes and associated low areas.</u>** We are very concerned about flood drainage and floodwater retention. Our lot was engineered to be one (1) foot above the flood level, so we are worried about the addition of a several hundred more rooftops with associated driveways, sidewalks, hardscape, alleys and streets that facilitate more runoff. We have seen flood waters cross over the 6th, 10th, 11th, and 12th fairways, as well as the driving range and areas surrounding the green for hole No. 2 on numerous occasions. The "25-year" flood event in June 2021 flooded many of the areas which are designated to be homesites in the proposed high density residential development on Nueva Vista.

The high point for this drainage area is near the location of Thomason Drive. One can follow drainage ditches and large concrete culverts from Nueva Vista going under SH 191, through commercial and apartment developments and going into Legends residential development – a high density residential development. It appears that runoff

from rainfall flowing into the lakes and low areas of the Nueva Vista Golf Course property is collected from SH 191 and Loop 250, Grande Football Stadium, Rockhounds Ballpark, commercial uses including HEB and Sam's along with large and small office buildings with paved parking lots and parking garages, numerous motels and apartments. The existing drainage improvements already serve hundreds of residential properties in Grassland Estates and Grassland West. In summary, the flood retention areas of Nueva Vista Golf Course appear to be used to their capacity.

In June of this year, we had heavy rains – a rainfall that was termed to be a "25-year" flood event. In 20 years of living by Nueva Vista Golf Course, this rain produced by far the most flooding we have seen. The standard for FEMA requirements is to alleviate stormwater accumulations from a 100-year flood event. If our neighborhood receives a 100-year flood event, then our neighborhood will be flooded – prior to the addition of 625+ residential units on the golf course site.

We have not seen a drainage plan to go with the high-density development proposed for Nueva Vista. It would be a poor planning decision by P&Z and by the City Council to approve a high-density development in a flood zone that is surrounded by built up and mature developments.

Lack of Conformity and Changing Character of Our Neighborhood

A vast majority of lots in Grassland Estates and Grassland West are zoned SF-1 which has a minimum lot area of 9,000 square feet. The primary zoning classifications on early designs for the development of Nueva Vista Golf Course were comprised of predominantly small lots with much higher-density zoning classifications:

- SF-2 which has minimum lot area of 7,000 square feet.
- TH which has a minimum lot area of 2,500 square feet.

Based on recent developments in Midland, the subdivision plan for SF-2 and TH will probably not have alleys for the purpose of *increasing* the density. It does not appear that any alleys were shown on a color version of the proposed subdivision plat for Nueva Vista.

At this time, we do not know how many more houses will be added to the neighborhood by the proposed development, and the traffic flow plan is unclear. A proposed subdivision plan for the Nueva Vista property resembled a high-density subdivision with similar to smaller lots of Los Patios (SF-2 and TH) or Legends (SF-3), *unlike* the adjoining neighborhoods of Grassland Estates and Grassland West with larger lots (primarily SF-1). We ask that strong consideration be given to expanding the use of SF-1 lots, along with consideration to incorporating the use of Country Estate ("CE") lots in the subdivision plan.

Soloman Estates and Concho Estates have been built out as quality neighborhoods with larger dwellings – more similar to the homes in Grassland Estates and Grassland West. A less dense subdivision such as one involving CE lots would require fewer public improvements and lower costs per lot for development where drainage issues could be more easily mitigated. Also, some of the open space appeal of the Nueva Vista Golf Course could be maintained.

On May 17, 2021, P&Z approved SF-1 zoning for Grassland West – a continuance of conforming uses of an adjoining and existing development. Most of the zoning was for SF-1 while two (2) tracts on Wadley were zoned

RR. This is a good continuation of existing zoning (SF-1) and conformity with existing uses, with a transition to retail on Wadley. A consideration for the development of Nueva Vista could be similar with office sites on Wadley similar to the properties in the 5800 block of West Wadley, with the rest of land zoned SF-1, along with special consideration to flooding issues.

Homeowners in Midland give power to P&Z and City Council to control uses **to protect our property.** The job of our public servants is to **protect our homes** from flooding and to ensure compatibility and conformity in new development and smart growth – not just high-density growth.

In closing, we are strongly opposed to any high-density residential development on the Nueva Vista Property. We appreciate any consideration given to our concerns regarding the proposed development of Nueva Vista Golf Course. Please contact me if you have any questions or comments.

Respectfully submitted,

Keith Barlow, ARA, MAI

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BY: .....

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Planning Division

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PROPOSED ZONING: From: AE, Agricultural Estate District
To: PD, Planned Development District for a Housing Development and Office Center

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I object to this request X **Comments:** _____

Required Information:

DeLaura Gammage	DeLaura Gammage	6112 Homestead Blvd Midland, TX 79707
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	Erick Alvarado	6200 Homestead Blvd

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I object to this request √ **Comments:** REQUEST A COMPREHENSIVE DRAINAGE STUDY PRIOR TO ANY REZONING APPROVAL

Required Information:

Scott Miller — SCOTT MILLER — 6300 HOMESTEAD BLVD. MIDLAND, TX 79707

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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I object to this request X **Comments:** This neighborhood is already congested. More cars will only make air pollution worse.

Required Information:

Lynda I Boland — Lynda I Boland — 5807 Grassland Ct
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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BOLAND GLENDON R
5807 GRASSLAND BLVD
MIDLAND TX 79707

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I object to this request ✓ **Comments:** This is used for drainage & flood control.

Required Information:

Glendon R. Boland Glendon R. Boland 5807 Grassland Ct

Property Owner's Signature Printed Name Property Address (**No P. O. Boxes**)

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I object to this request ✓ **Comments:** A FEMA Stormwater Study must be conducted first.

Required Information:

Thomas W. Scott	Thomas W. Scott	2024 Fringewood Drive Midland, TX 79707
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: October 8, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
ES Planner's Initials

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Planning Division Manager
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I object to this request X **Comments:** _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	Gregory Shipley	3212 Callaway Dr. Midland 79707

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Case Name: Presidential Estates
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I object to this request X **Comments:** _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	MATT KING	2600 CALLAWAY DR.

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I object to this request ✓ **Comments:** This will reduce home values, cause drainage issues, and reduce quality of life in West Midland.

Required Information:

Chad McAllaster — Chad McAllaster — 2500 Homeland Drive
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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Department of Development Services

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MIDLAND
Planning Division

RECEIVED
OCT 13 2021
BY:

PUBLIC NOTICE

The **Planning and Zoning Commission**, of the City of Midland, Texas, will hold a public hearing at 3:30 p.m. on **Monday, October 18, 2021**, in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79702 and via videoconference on a request by **Midland-Odessa Golf Corp.** for approval of a **Residential Replat** on the following described property:

LEGAL DESCRIPTION: **On Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas.**

LOCATION: **Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 1)**

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I object to this request ✓ **Comments:** This will reduce home values, cause drainage issues, and reduce quality of life in West Midland.

Required Information:

Chad McAllaster — Chad McAllaster — 2500 Homeland Drive

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400.
Si usted desea más información en Español sobre este caso, llame al: 685-7400.

Notices Mailed: 77
Date Mailed: 10/01/2021
Case Number: SUB-21-0400
Case Name: Presidential Estates
ES : Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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I object to this request X **Comments:** _____

Required Information:

Property Owner's Signature | Melissa Sikes (Printed Name) | 3206 Callaway Dr. (Property Address (**No P. O. Boxes**))

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I object to this request X **Comments:** Bought here because of the golf course.

Required Information:

Property Owner's Signature | Cathy E. Schaussler (Printed Name) | 5815 Grassland Ct. (Property Address (**No P. O. Boxes**))

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MIDLAND
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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	Rolando Diaz Jr.	3112 Callaway Dr. Midland, TX 79707

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I object to this request X **Comments:** This will deteriorate the quality of life of all Midland residents by removing greenspace.

Required Information:

Kellie Hibler — Property Owner's Signature
Kellie Hibler — Printed Name
6104 Homestead Blvd — Property Address (**No P. O. Boxes**)

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Date Mailed: 10/01/2021
Case Number: SUB-21-0400
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Elizabeth Shaughnessy
Planning Division Manager
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I object to this request ✓ **Comments:** _____

Required Information:

T. O'G — Thomas T. O'Grady — 6306 Homestead Blvd. Midland, TX 79707

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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Date Mailed: 10/01/2021
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MIDLAND
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I object to this request X **Comments:** SEE ATTACHED

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	FRED NOBLES	6312 HOMESTEAD

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Date Mailed: 10/01/2021
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[signature]
Elizabeth Shaughnessy
Planning Division Manager
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Fred Nobles
6312 Homestead

To the P&Z Board

I have questions ???

(1) How many people are for this zone change that live in the neighborhood? How many against? We live here!!!

(2) Are those of you on the Board serving the people that live in the neighborhood or for those that want to come in and change our landscape?

For those of us that live around the golf course, which is a public course, it is not our fault that the golf course is not profitable. (Let the buyer be ware)

(3) Who is going to pay for the drainage issues that arise out of this debacle? More houses, concrete, & streets, water has to go somewhere!!! Don't want it in my house!!!

(4) What about our home values? especially those of us that back up to the course? Don't care to look at rear houses!!! or a 20' wall!!!

(5) Are y'all looking at increasing the TAX BASE to have more revenue that will be squandered? If so, why do it at the expense of the residents?

Putting in more houses on this property is not a good idea!!! Leave it as IS please.

MIDLAND
Planning Division

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I object to this request X **Comments:** Shouldn't you First be Concerned with getting a new flood plain? Before you approve a Residential Replat From a Golf Course? Just the moving of muck dirt on the Golf Course to make Flat land for streets & houses is going to **Required Information:** overburden the water Collection areas that are on the Golf Course,

Angela Nobles — Angela Nobles — 6312 Homestead Blvd 79707

Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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Si usted desea más información en Español sobre este caso, llame al: 685-7400.

Notices Mailed: 77
Date Mailed: 10/01/2021
Case Number: SUB-21-0400
Case Name: Presidential Estates
ES : Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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Flood Plain
First Things First!

GRASSLAND ESTATES
5800 CROWLEY BLVD
MIDLAND TX 79707

MIDLAND
Planning Division

AUG 09 2021

RECEIVED
AUG 20 2021
BY: KM

PUBLIC NOTICE

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LEGAL DESCRIPTION: On a 223-acres tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

PROPOSED ZONING: From: AE, Agricultural Estate District
To: PD, Planned Development District for a Housing Development and Office Center

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I object to this request ✓ **Comments:** _____

Required Information:

Kelly J. Hayes — Kelly J. Hayes — Lot 1, Block 21, Grassland Estate
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)
PRES. GE HOA — Section 16, City of Midland

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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BHAKTA RAJESH G
6206 HOMESTEAD BLVD
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request Yes **Comments:** My dream house was built Considering lot time of Golf course Green fields view day & night, any development to objected.

Required Information:

RBhakta Rajesh Bhakta 6206 Homestead Blvd, Midland TX 79707

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

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Date Mailed: August 6, 2021
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MIDLAND
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I object to this request ✓ **Comments:** _____

Required Information:

Vinod M Bhakta — Vinod Bhakta — 6108 Homestead Blvd.

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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MITCHELL STEPHEN T
6212 HOMESTEAD BLVD
MIDLAND TX 79707

MIDLAND
Planning Division

RECEIVED
AUG 17 2021
BY:

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I object to this request STM **Comments:** THE PLANNED HOUSING DEVELOPMENT WILL SIGNIFICANTLY DEVALUE THE PROPERTIES ON THE GOLF COURSE. THE HOMEOWNERS PAID A PREMIUM FOR THESE LOTS. A LOSS OF AT LEAST $50,000 per lot.

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
S. T. Mitchell	STEPHEN T. MITCHELL	6212 HOMESTEAD BLVD

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LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

PROPOSED ZONING: From: AE, Agricultural Estate District
To: PD, Planned Development District for a Housing Development and Office Center

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:** This will lead to decreased home values and a loss of green space.

Required Information:

Kellie Hibler | Kellie Hibler | 6104 Homestead Blvd
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. The videoconference information can be found on the City's website: http://www.midlandtexas.gov/967/primegov-meetings.

SAVELLANO FELIX
6100 HOMESTEAD BLVD
MIDLAND TX 79707

MIDLAND
Planning Division

RECEIVED
AUG 17 2021
BY: .....

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I object to this request ✓ **Comments:** _____

Required Information:

Felix Savellano — Felix Savellano — 6100 HOMESTEAD BLVD 79707

Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Division

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I object to this request X **Comments:** This zone change will devalue my property. I back up to the golf course.

Required Information:

TT O'G — Thomas T. O'Grady — 6306 Homestead Blvd. Midland, TX 79707
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Division

PUBLIC NOTICE

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LEGAL DESCRIPTION: Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas

LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

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I object to this request X **Comments:** SEE ATTACHED

Required Information:

Fred Noble — FRED NOBLES — 6312 HOMESTEAD
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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Notices Mailed: 77
Date Mailed: October 8, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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Fred Nolder
6312 Homestead

To the P&Z Board

I have questions ???

(1) How many people are for this zone change that live in the neighborhood? How many against? We live here!!!

(2) Are those of you on the Board serving the people that live in the neighborhood or for those that want to come in and change our landscape?

For those of us that live around the golf course, which is a public course, it is not our fault that the golf course is not profitable. (Let the buyer be ware)

(3) Who is going to pay for the drainage issues that arise out of this debacle? More houses, concrete, & streets, water has to go somewhere!!! Don't want it in my house!!!
(4) What about our home values? especially those of us that back up to the course? Don't care to look at row houses!!! or a 20' wall!!!

(5) Are y'all looking at increasing the TAX BASE to have more revenue that will be squandered? If so, why do it at the expense of the residents?

Putting in more houses on this property is not a good idea!!! Leave it as IS please.

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I object to this request X **Comments:** Is the City ready to do a new 100 yr flood plain? Shouldn't that be done before you approve this request? And then go over there plan to contain flood waters that are diverted onto the new Golf Course. It doesn't take too much rainfall to flood it

Required Information:

Angela Nobles — Angela Nobles — 6312 Homestead Blvd.

Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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Date Mailed: October 8, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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I object to this request ✓ **Comments:** _____

Required Information:

Angela Wade | Angela Wade | 6312 Homestead Blvd.
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
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Department of Development Services

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I object to this request ✓ **Comments:** ARE OUR CITY LEADERS FOR PROTECTING THE CITIZENS PROPERTY OR FOR THE DEVELOPERS AND RECEIVING MORE TAXES TO SQUANDER

Required Information:

Fred Nobles — Fred Nobles — 6312 Homestead Blvd.

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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I object to this request X **Comments:** Should not be rezoned. Will destroy property value

Required Information:

Daniel Babbel — Daniel Babbel — 6020 Homestead Blvd
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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[redacted] Adam + Alee Grossen
6400 HOMESTEAD BLVD
MIDLAND TX 79707

MIDLAND
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I object to this request X **Comments:** No flood study has been done since construction of Grassland + Grassland West. Not in the best interest of Midland. AE is highest + best use it is a potential taking due to property value decreas.

Required Information:

Alee A. Grossen Adam Grossen 6400 Homestead Blvd Midland, TX 7970 Guaranteed

Property Owner's Signature Printed Name Property Address (**No P. O. Boxes**)

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ROTAN DIRON L
6016 HOMESTEAD BLVD
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request X **Comments:** The golf course is prone to flooding and the Development will make that worse

Required Information:

Property Owner's Signature | Diron Rotan (Printed Name) | 6016 Homestead (Property Address (**No P. O. Boxes**))

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PITTINGER KAREN
6012 HOMESTEAD BLVD
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request X **Comments:** _____

Required Information:

Karen Pittinger | Karen Pittinger | 6012 Homestead Blvd
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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GERETY JAMES
6404 HOMESTEAD BLVD
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request X **Comments:** FLOOD STUDY MUST BE DONE BEFORE RE ZONING

Required Information:

James Gerety — JAMES GERETY — 6404 HOMESTEAD BLVD
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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I object to this request _____ **Comments:**_____

Required Information:

Dana Ellis Dana Ellis 6008 Homestead Blvd
Property Owner's Signature Printed Name Property Address (**No P. O. Boxes**)

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Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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BURKES JONATHAN CRAIG
6408 HOMESTEAD BLVD
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request X **Comments:** Lowers Property Value

Required Information:

Property Owner's Signature | Jonathan Burks (Printed Name) | 6408 Homestead Blvd Midland TX 79707 (Property Address (**No P. O. Boxes**))

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MORPHEW CHRIS M
7110 W COUNTY RD 44
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request ✓ **Comments:** I own property @ 6004 Homestead

Required Information:

Chris M. Morphew Chris Morphew 6004 Homestead

Property Owner's Signature Printed Name Property Address (**No P. O. Boxes**)

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I object to this request ✓ **Comments:** Flooding

Required Information:

Thomas Scott	Thomas Scott	2024 Fringewood Drive
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)

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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	William Breiten	2000 Fringewood Dr

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I object to this request ✓ **Comments:** _____

Required Information:

Jerry D. Lee — Jerry D. Lee — 6000 Homestead Blvd
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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I object to this request X **Comments:** I object to reducing my home Value so another can profit

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	Cory Hardy	6416 Homestead

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[signature]
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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	KEVIN HARRINGTON (CORNERSTONE FUNDING)	5905 HOMESTEAD

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I object to this request ___ **Comments:** _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	Jonny Newton	5920 Homestead Blvd 79707

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I object to this request V **Comments:** We are concerned about Flooding Property Values declining, traffic increasing, constant dust while Building.

Required Information:

Denise Strickland, Denise Strickland 5916 Homestead Midland TX 79707
Property Owner's Signature Printed Name Property Address (**No P. O. Boxes**)

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COCHRAN PHILLIP D
6504 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request X **Comments:** ① I PAID PREMIUM COST for GOLF COURSE VIEW LOT / PRIVACY ② ↓↓ PROPERTY VALUE ③ MY SIDE + BACK FLOODS WITH EVERY RAIN

Required Information:

Property Owner's Signature | Printed Name: Phillip Cochran | Property Address (**No P. O. Boxes**): 6504 Homestead Blvd. Midland TX 79707

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I object to this request ✓ **Comments:** Development will possibly cause drainage / flooding issues & there are so many lands that can be developed in Midland, Let us preserve this green space for the common people.

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	JOSEPH ABIJAY	6512 Homestead Blvd Midland TX 79707

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I object to this request ✓ **Comments:** _____

Required Information:

Deawn Valencia — Deawn Valencia — 6600 Homestead blvd

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

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PROPOSED ZONING: From: AE, Agricultural Estate District
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I object to this request ✓ **Comments:** _____

Required Information:

Billye Louder 6604 Homestead

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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GERETY JAMES
6404 HOMESTEAD BLVD
MIDLAND TX 79707

MIDLAND
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I object to this request X **Comments:** FLOOD STUDY MUST BE DONE BEFORE REZONING

Required Information:

James Gerety — JAMES GERETY — GRASSLAND ESTATES WEST HOA PRESIDENT, HOA BOARD COMMON AREA
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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ELLIS ZACHARY T
6608 HOMESTEAD BLVD
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature | Zachary Ellis (Printed Name) | 6608 Homestead Blvd, 79707 (Property Address (**No P. O. Boxes**))

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MCALLASTER CHAD R
2500 HOMELAND DRIVE
MIDLAND TX 79707

MIDLAND
Planning Division

RECEIVED
AUG 17 2021
BY: .....

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I object to this request ✓ **Comments:** This will reduce home values, cause drainage issues, and reduce quality of life in West Midland.

Required Information:

Chad McAllaster | Chad McAllaster | 2500 Homeland Drive
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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I object to this request X **Comments:** _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	Joshua Jon Viets	2506 Homeland Dr Midland TX 79707

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[signature]
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JORDAN MATTHEW
2512 HOMELAND DR
MIDLAND TX 79707

MIDLAND
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I object to this request _V_ **Comments:**_____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	Matthew Jordan	2512 Homeland Dr

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[signature]
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BARLOW KEITH
5817 GRASSLAND BLVD
MIDLAND TX 79707

MIDLAND
Planning Division

RECEIVED
AUG 10 2021
BY: .....

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I object to this request V **Comments:** SEE Attached letter.

Required Information:

Keith Barlow | Keith Barlow | 5817 Grassland CT Midland, Tx 79707

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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DATE: August 9, 2021

RE: **<u>Opposition</u> to zoning change and development of Nueva Vista Golf Course**
Case Number: Z-21-0235
Case Name: Presidential Estates

TO: Midland Planning Division

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

AUG 1 0 2021
BY: .....

and

Planning and Zoning Commission of the City of Midland

FROM: Keith and Margie Barlow
5817 Grassland CT (a/k/a Grassland Boulevard)
Midland, Texas 79707-5030

My wife and I live on the corner of Grassland & Callaway. Nueva Vista Golf Course is due west and due south of our home. We purchased our lot and built our home in 2001, and we selected this lot since we liked the conformity of the residential development found in the Grassland neighborhood and the open space provided by Nueva Vista Golf Course.

We oppose any high-density development on the Nueva Vista Golf Course property. There are many issues concerning the proposed development including enhanced drainage issues, loss of green space, intrusion and/or alteration of established wetlands, higher density development, and excess traffic in to and through Grassland Estates. We are primarily concerned about the following factors:

- **Storm Drainage Problems.**
- **Changing Conformity and Character of Our Neighborhood.**

<u>Drainage</u>

It was my impression early on that Nueva Vista Golf Course was developed where it is since it **<u>contains two (2) playa lakes and associated low areas.</u>** We are very concerned about flood drainage and floodwater retention. Our lot was engineered to be one (1) foot above the flood level, so we are worried about the addition of a several hundred more rooftops with associated driveways, sidewalks, hardscape, alleys and streets that facilitate more runoff. We have seen flood waters cross over the 6th, 10th, 11th, and 12th fairways, as well as the driving range and areas surrounding the green for hole No. 2 on numerous occasions.

I am not familiar with the current drainage plan for the total area, but one can follow drainage ditches and large concrete culverts from Nueva Vista going under SH 191, through commercial and apartment developments and going into Legends residential development – a high density residential development. It appears that runoff from rainfall flowing into the lakes and low areas of the Nueva Vista Golf Course property is collected from SH 191 and Loop 250, Grande Football Stadium, Rockhounds Ballpark, commercial uses including HEB and Sam's along with large and small office buildings with paved parking lots and parking garages, numerous motels and apartments. The existing drainage improvements already serve hundreds of residential properties in Grassland Estates and Grassland West. In summary, the flood retention areas of Nueva Vista Golf Course appear to be <u>used to their capacity.</u>

Lack of Conformity and Changing Character of Our Neighborhood

A vast majority of lots in Grassland Estates and Grassland West are zoned SF-1 which has a minimum lot area of 9,000 square feet. The primary zoning classifications on early designs for the development of Nueva Vista Golf Course were comprised of predominantly small lots with much higher-density zoning classifications:

- SF-2 which has minimum lot area of 7,000 square feet.
- TH which has a minimum lot area of 2,500 square feet.

Based on recent developments in Midland, the subdivision plan for SF-2 and TH will probably not have alleys for the purpose of *increasing* the density. It does not appear that any alleys were shown on a color version of the proposed subdivision plat for Nueva Vista.

At this time, we do not know how many more houses will be added to the neighborhood by the proposed development, and the traffic flow plan is unclear. A proposed subdivision plan for the Nueva Vista property resembled a high-density subdivision with similar to smaller lots of Los Patios (SF-2 and TH) or Legends (SF-3), *unlike* the adjoining neighborhoods of Grassland Estates and Grassland West with larger lots (primarily SF-1). We ask that strong consideration be given to expanding the use of SF-1 lots, along with consideration to incorporating the use of Country Estate ("CE") lots in the subdivision plan.

Soloman Estates and Concho Estates have been built out as quality neighborhoods with larger dwellings – more similar to the homes in Grassland Estates and Grassland West. A less dense subdivision such as one involving CE lots would require fewer public improvements and lower costs per lot for development where drainage issues could be more easily mitigated. Also, some of the open space appeal of the Nueva Vista Golf Course could be maintained.

On May 17, 2021, P&Z approved SF-1 zoning for Grassland West – a continuance of conforming uses of an adjoining and existing development. Most of the zoning was for SF-1 while two (2) tracts on Wadley were zoned RR. This is a good continuation of existing zoning (SF-1) and conformity with existing uses, with a transition to retail on Wadley. A consideration for the development of Nueva Vista could be similar with office sites on Wadley similar to the properties in the 5800 block of West Wadley, with the rest of land zoned SF-1, along with special consideration to flooding issues.

Homeowners in Midland give power to P&Z and City Council to control uses **to protect our property.** The job of our public servants is to **protect our homes** from flooding and to ensure compatibility and conformity in new development and smart growth – not just high-density growth.

In closing, we are strongly opposed to any high-density residential development on the Nueva Vista Property. We appreciate any consideration given to our concerns regarding the proposed development of Nueva Vista Golf Course. Please contact me if you have any questions or comments.

Respectfully submitted,



Keith Barlow, ARA, MAI

SCHAUFFLER CATHY ELAINE
5815 GRASSLAND CT
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request X **Comments:** No Housing

Required Information:

Property Owner's Signature — Cathy Schauffler — 5815 Grassland Ct.
Printed Name — Property Address (**No P. O. Boxes**)

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Elizabeth Shaughnessy
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STOLTZ CHRISTOPHER M
5813 GRASSLAND BLVD
MIDLAND TX 79707

MIDLAND
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I object to this request ✓ **Comments:** This will destroy our property value.

Required Information:

C M A Christopher M. Stoltz 5813 Grassland 79707

Property Owner's Signature Printed Name Property Address (**No P. O. Boxes**)

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RINARD DUSTIN
5811 GRASSLAND BLVD
MIDLAND TX 79707

RECEIVED
AUG 13 2021
BY:.....

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I object to this request X **Comments:** _____

Required Information:

Property Owner's Signature | Printed Name: Dustin Rinard | Property Address (**No P. O. Boxes**): 5811 Grassland Blvd

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I object to this request X **Comments:** _____

Required Information:

Angela Schlemeyer — Race Schlemeyer, Angela Schlemeyer — 5809 Grassland Blvd.

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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RECEIVED
AUG 17 2021
BY: .....

MIDLAND
Planning Division

PUBLIC NOTICE

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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature | Printed Name: Dietr Gerstenberger | Property Address (**No P. O. Boxes**): 5801 Grass (Rd) Midland TX 79707

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I object to this request X **Comments:** I do not want the environment changed to a subdivision.

Required Information:

Sharon Sparkman — Barry Sparkman — Sharon Sparkman — 2500 Callaway Dr.
Barry Sparkman

Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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I object to this request ✓ **Comments:** MIDLAND NEEDS MORE GREEN!! DON'T MAKE IT MORE POLLUTED !!

Required Information:

Pankaj Patel — PANKAJ J. PATEL — 2504 CALLAWAY DR. MIDLAND 79707

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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AKIN ZACKORY S & LAUREN ASHLEY AKIN
2508 CALLAWAY DR
MIDLAND TX 79707

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I object to this request ✓ **Comments:** The proposed development is not in the best interest of the city of Midland.

Required Information:

[signature] Zackory Akin Lauren Ashley Akin 2508 Callaway Dr. Midland TX 79707
Property Owner's Signature Printed Name Property Address (**No P. O. Boxes**)

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Date Mailed: August 6, 2021
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[signature]
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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	NOM KIM	2600 Callaway Dr

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

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Elizabeth Shaughnessy
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I object to this request ✓ **Comments:** Would like to see a drainage study done to assess the effects of the planned development on new and existing structures.

Required Information:

Property Owner's Signature | Mark Edgar (Printed Name) | 2604 Callaway Dr. (Property Address) **(No P. O. Boxes)**

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Date Mailed: August 6, 2021
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RECEIVED
OCT 13 2021
BY: _____

MIDLAND
Planning Division

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday**, **October 18, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79702, and via video conference on a request by **Midland-Odessa Golf Corp.** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas

LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

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I object to this request X **Comments:** _____

Required Information:

Property Owner's Signature | Jon Starkey Printed Name | 2700 Callaway Dr. Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: October 8, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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I object to this request ✓ **Comments:** Midland Needs MORE Green Spaces Not less. Also, Please Consider all the property values losing the Golf Course will negatively effect.

Required Information:

Property Owner's Signature | Jon Starkey Printed Name | 2700 Callaway DR. Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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I object to this request ✓ **Comments:** Not adequate drainage, congestion from additional traffic

Required Information:

Thomas Lynn Beebe | Thomas Lynn Beebe | 2704 Callaway Dr.
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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Notices Mailed: 77
Date Mailed: October 8, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
ES Planner's Initials

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Planning Division Manager
Department of Development Services

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Thomas Lynn Beebe
2704 Callaway Drive
Midland, TX 79707
August 8, 2021

Planning and Zoning Commission
City of Midland, Texas
300 N. Loraine, Midland, TX 79702

Dear Planning and Zoning Members:

I believe that the proposed zoning change to Nueva Vista Golf Course be **denied**, and that future zoning changes include adequate flood control plans. Those plans must include the interest of residents in the adjacent neighborhoods of Grassland Estates and Grassland Estates West. The Nueva Vista Golf course is a unique property because its' retention ponds are vital to maintaining the drainage needs of these adjacent neighborhoods. Any land usage designation that allows for additional development at Nueva Vista Golf Course increases the risk of flooding unnecessarily to these adjacent neighborhoods. I ask that the proposed zoning request be **REJECTED** and the drainage needs of existing properties be the primary concern of any future Nueva Vista Golf Course zoning request.

The recent June 2021 rain event, totaling 4.47 inches is evidence of how critical the Nueva Vista retention ponds are to the adjacent neighborhoods. The photos included are from the Midland Report Telegram's website showing the effects of heavy rainfall during this recent June event. It is not uncommon that the retention ponds are totally dry. You can see from the photos the massive volume of water captured in these retention ponds. The photos reveal water outside the boundaries of the existing retention ponds. Utility buildings on the golf course flooded and water can be seen spilling over from one pond into a lower elevation pond. The Midland County flood control map shows a flood control outline that is approximately 40% of the golf course surface area. This flood outline includes homes in Grassland Estates and my home falls within this flood control boundary. We have lived in Grassland Estates since 2003 and it's impossible for us to imagine where this massive volume of water would flow in the event these retention ponds are eliminated or reduced in size.

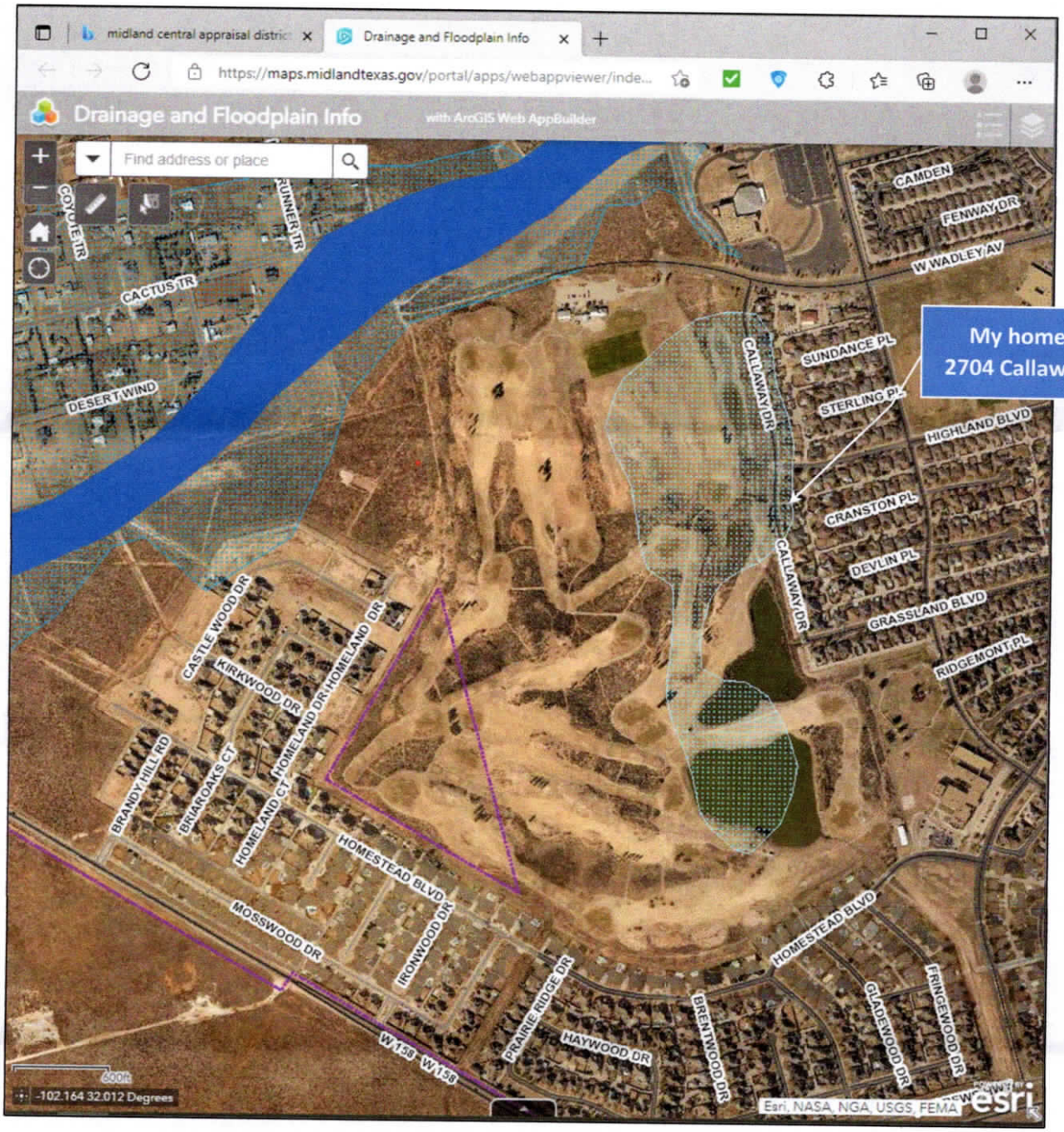
These concerns have been with us since we first heard of the potential development of Nueva Vista Golf Course but have been magnified since the colossal rain event in June. To say this proposal is deeply concerning is an understatement. Thank you for your consideration and attention to our concerns.

Sincerely,

Thomas Lynn Beebe


https://www.mrt.com/news/local/article/Photos-Rain-soaks-Midland-16277538.php#photo-21184601


https://www.mrt.com/news/local/article/Photos-Rain-soaks-Midland-16277538.php#photo-21184598


midland central appraisal distric
Drainage and Floodplain Info
https://maps.midlandtexas.gov/portal/apps/webappviewer/inde...
Drainage and Floodplain Info
with ArcGIS Web AppBuilder
Find address or place
My home
2704 Callaway
CAMDEN
FENWAY DR
W WADLEY AV
SUNDANCE PL
STERLING PL
HIGHLAND BLVD
GRANSTON PL
DEVLIN PL
GRASSLAND BLVD
RIDGEMONT PL
CALLAWAY DR
COYOTE TR
RUNNER TR
CACTUS TR
DESERT WIND
CASTLE WOOD DR
KIRKWOOD DR
HOMELAND DR
HOMELAND CT
BRIAROAKS CT
BRANDY HILL RD
HOMESTEAD BLVD
MOSSWOOD DR
IRONWOOD DR
PRAIRIE RIDGE DR
HAYWOOD DR
BRENTWOOD DR
GLADEWOOD DR
FRINGEWOOD DR
W 158
W 156
600ft
-102.164 32.012 Degrees
Esri, NASA, NGA, USGS, FEMA
esri

BEEBE THOMAS LYNN
2704 CALLAWAY DR
MIDLAND TX 79707

MIDLAND
Planning Division

PUBLIC NOTICE

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I object to this request V **Comments:** See attached

Required Information:

Thomas Lynn Beebe | Thomas Lynn Beebe | 2704 Callaway Dr.
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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ES Planner's Initials

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Midland, TX 79707
August 8, 2021

Planning and Zoning Commission
City of Midland, Texas
300 N. Loraine, Midland, TX 79702

Dear Planning and Zoning Members:

I believe that the proposed zoning change to Nueva Vista Golf Course be **denied**, and that future zoning changes include adequate flood control plans. Those plans must include the interest of residents in the adjacent neighborhoods of Grassland Estates and Grassland Estates West. The Nueva Vista Golf course is a unique property because its' retention ponds are vital to maintaining the drainage needs of these adjacent neighborhoods. Any land usage designation that allows for additional development at Nueva Vista Golf Course increases the risk of flooding unnecessarily to these adjacent neighborhoods. I ask that the proposed zoning request be **REJECTED** and the drainage needs of existing properties be the primary concern of any future Nueva Vista Golf Course zoning request.

The recent June 2021 rain event, totaling 4.47 inches is evidence of how critical the Nueva Vista retention ponds are to the adjacent neighborhoods. The photos included are from the Midland Report Telegram's website showing the effects of heavy rainfall during this recent June event. It is not uncommon that the retention ponds are totally dry. You can see from the photos the massive volume of water captured in these retention ponds. The photos reveal water outside the boundaries of the existing retention ponds. Utility buildings on the golf course flooded and water can be seen spilling over from one pond into a lower elevation pond. The Midland County flood control map shows a flood control outline that is approximately 40% of the golf course surface area. This flood outline includes homes in Grassland Estates and my home falls within this flood control boundary. We have lived in Grassland Estates since 2003 and it's impossible for us to imagine where this massive volume of water would flow in the event these retention ponds are eliminated or reduced in size.

These concerns have been with us since we first heard of the potential development of Nueva Vista Golf Course but have been magnified since the colossal rain event in June. To say this proposal is deeply concerning is an understatement. Thank you for your consideration and attention to our concerns.

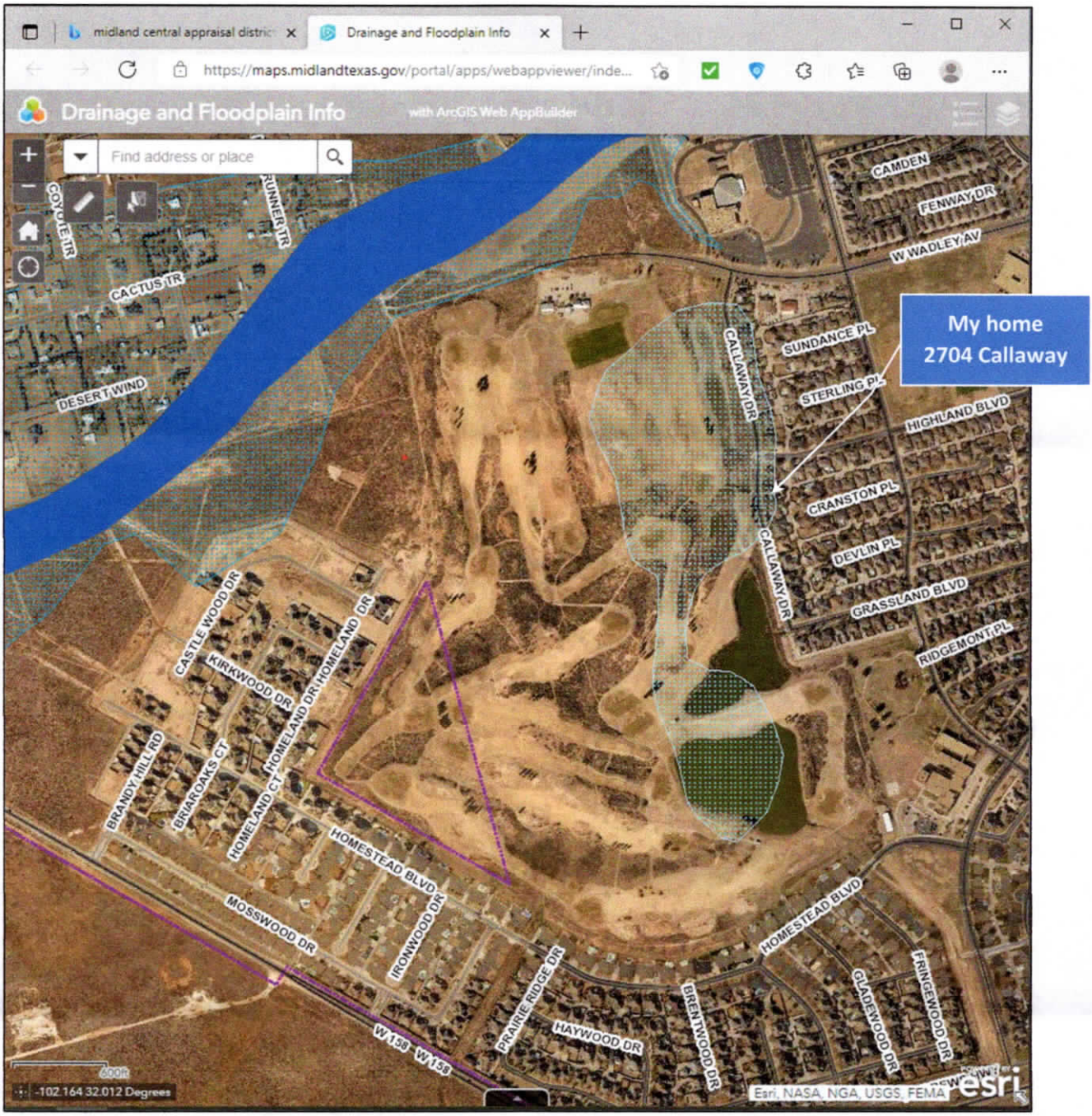
Sincerely,

Thomas Lynn Beebe

Thomas Lynn Beebe


https://www.mrt.com/news/local/article/Photos-Rain-soaks-Midland-16277538.php#photo-21184601


https://www.mrt.com/news/local/article/Photos-Rain-soaks-Midland-16277538.php#photo-21184598


midland central appraisal district
Drainage and Floodplain Info
https://maps.midlandtexas.gov/portal/apps/webappviewer/inde...
Drainage and Floodplain Info
with ArcGIS Web AppBuilder
Find address or place
My home
2704 Callaway
CAMDEN
FENWAY DR
W WADLEY AV
SUNDANCE PL
STERLING PL
HIGHLAND BLVD
CRANSTON PL
DEVLIN PL
GRASSLAND BLVD
RIDGEMONT PL
CALLAWAY DR
COYOTE TR
RUNNER TR
CACTUS TR
DESERT WIND
CASTLE WOOD DR
KIRKWOOD DR
HOMELAND DR
BRANDY HILL RD
BRIAROAKS CT
HOMELAND CT
HOMESTEAD BLVD
MOSSWOOD DR
IRONWOOD DR
PRAIRIE RIDGE DR
HAYWOOD DR
BRENTWOOD DR
GLADEWOOD DR
FRINGEWOOD DR
W 158
600ft
-102.164 32.012 Degrees
Esri, NASA, NGA, USGS, FEMA
esri

BEEBE THOMAS LYNN
2704 CALLAWAY DR
MIDLAND TX 79707

RECEIVED
AUG 12 2021
BY:

MIDLAND
Planning Division

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday**, **August 16, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79702, and via video conference on a request by **B&H Equity Investments, LLC** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: On a 223-acres tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

PROPOSED ZONING: From: AE, Agricultural Estate District
To: PD, Planned Development District for a Housing Development and Office Center

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request V **Comments:** See attached

Required Information:

Thomas Lynn Beebe | Thomas Lynn Beebe | 2704 Callaway Dr.
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. The videoconference information can be found on the City's website: http://www.midlandtexas.gov/967/primegov-meetings.

Thomas Lynn Beebe
2704 Callaway Drive
Midland, TX 79707
August 8, 2021

Planning and Zoning Commission
City of Midland, Texas
300 N. Loraine, Midland, TX 79702

Dear Planning and Zoning Members:

I believe that the proposed zoning change to Nueva Vista Golf Course be **denied**, and that future zoning changes include adequate flood control plans. Those plans must include the interest of residents in the adjacent neighborhoods of Grassland Estates and Grassland Estates West. The Nueva Vista Golf course is a unique property because its' retention ponds are vital to maintaining the drainage needs of these adjacent neighborhoods. Any land usage designation that allows for additional development at Nueva Vista Golf Course increases the risk of flooding unnecessarily to these adjacent neighborhoods. I ask that the proposed zoning request be **REJECTED** and the drainage needs of existing properties be the primary concern of any future Nueva Vista Golf Course zoning request.

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These concerns have been with us since we first heard of the potential development of Nueva Vista Golf Course but have been magnified since the colossal rain event in June. To say this proposal is deeply concerning is an understatement. Thank you for your consideration and attention to our concerns.

Sincerely,

Thomas Lynn Beebe

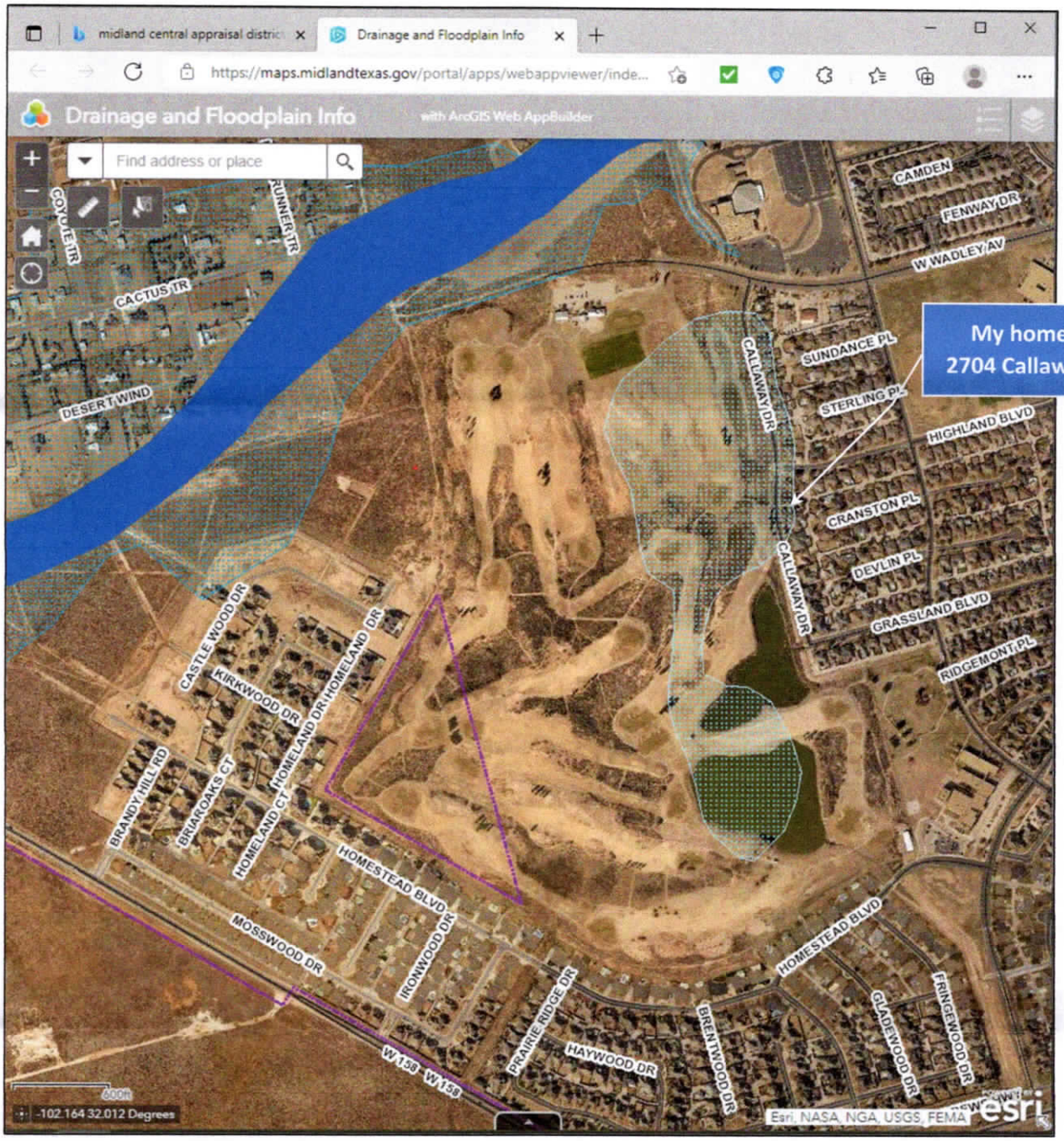
Thomas Lynn Beebe



https://www.mrt.com/news/local/article/Photos-Rain-soaks-Midland-16277538.php#photo-21184601



https://www.mrt.com/news/local/article/Photos-Rain-soaks-Midland-16277538.php#photo-21184598


midland central appraisal distric
Drainage and Floodplain Info
https://maps.midlandtexas.gov/portal/apps/webappviewer/inde...
Drainage and Floodplain Info
with ArcGIS Web AppBuilder
Find address or place
My home
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RIDGEMONT PL
CALLAWAY DR
COYOTE TR
RUNNER TR
CACTUS TR
DESERT WIND
CASTLE WOOD DR
KIRKWOOD DR
HOMELAND DR
BRIAROAKS CT
BRANDY HILL RD
HOMESTEAD BLVD
MOSSWOOD DR
IRONWOOD DR
PRAIRIE RIDGE DR
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BRENTWOOD DR
GLADEWOOD DR
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esri

MIDLAND
Planning Division

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LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

PROPOSED ZONING: From: AE, Agricultural Estate District
To: PD, Planned Development District for a Housing Development and Office Center

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I object to this request ✓ **Comments:** Flooding possibility, traffic issues

Required Information:

Property Owner's Signature | Printed Name: Kevin Hammit | Property Address (**No P. O. Boxes**): 3000 Callaway Dr. Midland 79707

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. The videoconference information can be found on the City's website: http://www.midlandtexas.gov/967/primegov-meetings.

NOVICIO BENEDICT
CASTANARES
3006 CALLAWAY DR
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request ✓ **Comments:** (Dis build someplace else, A lot of free space out there). This is a very beautiful green area, why destroy it? It's going to displace also the wildlife, Cause a lot of dust, down down home values.

Required Information:

Benedict Novicio 3006 Callaway Dr. Midland 79707

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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WOODS DONALD LEE
3100 CALLAWAY DR
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request ✓ **Comments:** Land is in 100 yr Flood Plain - Losing Golf Course & Rangeland would be too many to lose. Midland Growing, needs Golf Courses. Property Value Loss. Plenty of other Land to develop. Built houses here with understanding Golf Course would stay — not more development

Required Information:

Donald Lee Woods — Donald Lee Woods — 3100 Callaway Dr. Midland, TX 07

Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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Notices Mailed: 77
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Elizabeth Shaughnessy
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RECEIVED
AUG 17 2021
BY: .....

MIDLAND
Planning Division

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I object to this request 1 **Comments:** _____

Required Information:

Alethia Dean | Alethia Dean | 3106 Calloway Dr.
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Division

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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	Rolando Diaz Jr	3112 Callaway Dr.

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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BY: .....

MIDLAND
Planning Division

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I object to this request X **Comments:** _____

Required Information:

Wendy M. Cuyler — Wendy M. Cuyler — 3200 Callaway Drive

Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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Case Number: Z-21-0235
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ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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SHIPKEY GREGORY M
3212 CALLAWAY DR
MIDLAND TX 79707

RECEIVED
AUG 13 2021
BY:

MIDLAND
Planning Division

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I object to this request X **Comments:** _____

Required Information:

Property Owner's Signature: [signature] Printed Name: Gregory Shipkey Property Address (**No P. O. Boxes**): 3212 Callaway Drive, Midland TX 79707

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
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[signature]
Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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SIKES JAMES L
3206 CALLAWAY DR
MIDLAND TX 79707

RECEIVED
AUG 10 2021
BY: .....

MIDLAND
Planning Division

PUBLIC NOTICE

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I object to this request X **Comments:** _____

Required Information:

James Sikes — 3206 Callaway dr.

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Division

RECEIVED
OCT 14 2021
BY: .....

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday**, **October 18, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79702, and via video conference on a request by **Midland-Odessa Golf Corp.** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas

LOCATION: Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

PROPOSED ZONING: From: AE, Agricultural Estate District
To: PD, Planned Development District for a Housing Development and Shopping Center

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I object to this request ✓ **Comments:** My Property Value will be impacted Greatly

Required Information:

Jerry Watson Jerry Watson 3012 Callaway Drive
Property Owner's Signature Printed Name Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: October 8, 2021
Case Number: Z-21-0268
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. The videoconference information can be found on the City's website: http://www.midlandtexas.gov/967/primeagendas.

MIDLAND
Planning Division

RECEIVED
AUG 06 2021

PUBLIC NOTICE

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I object to this request ✓ **Comments:** Enjoy the Green Space, Lots of Animals Visit This Area. Don't Need Subsidized Homes in Neighborhood

Required Information:

Jerry W Watson — Jerry W Watson — 3012 Calloway Drive
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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BY: .....

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I object to this request ✓ **Comments:** _____

Required Information:

Jerry W Watson | Jerry W Watson | 3012 Callaway Drive
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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SMITH KENNETH C
6412 HOMESTEAD BLVD
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request ✓ **Comments:** 1. Drainage issue not properly addressed. 2. Reduction in property values

Required Information:

Kenneth C. Smith 6412 Homestead Blvd.

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
[signature]	Jason Goss	6500 Homestead Blvd

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Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
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[signature]
Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

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BORRA RAVI
2612 HOMELAND DR
MIDLAND TX 79707

MIDLAND
Planning Division

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I object to this request X **Comments:** (1) Flooding (NO flood plan or FEMA approval) (2) NO plans provided for proposed development. (3) NO traffic plan (4) Loss of green space. (5) Repeat proposals for zone change being made despite unanimous opposition from residents of Grassland Estates.

Required Information:

Property Owner's Signature: B Ravichandra | Printed Name: RAVI BORRA | Property Address (**No P. O. Boxes**): 2612 Homeland Dr., Midland TX 79707

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
ES Planner's Initials

Elizabeth Shaughnessy
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BY: .....

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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature — Eddie James — Printed Name — 2704 Homeland Dr. — Property Address (**No P. O. Boxes**)

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Notices Mailed: 77
Date Mailed: August 6, 2021
Case Number: Z-21-0235
Case Name: Presidential Estates
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I object to this request ✓ **Comments:** Flooding issues, decrease property value, loss of green space, that is not part of Midland City Plan
Required Information:

Property Owner's Signature | MANISH KUMAR (Printed Name) | 2608 HOMELAND DR. (Property Address (**No P. O. Boxes**))

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Date Mailed: August 6, 2021
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I object to this request ✓ **Comments:** Decrease Value

Required Information:

Bhavika Bhakta — Bhavika Bhakta — 2600 Homeland Dr.
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

Notices Mailed: 77
Date Mailed: August 6, 2021
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I object to this request V **Comments:** Flood concerns

Required Information:

Ankur Bhatta | Ankur Bhakta | 2708 Homeland Dr.
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at (432) 685-7400. Si usted desea más información en Español sobre este asunto, llame al: (432) 685-7400

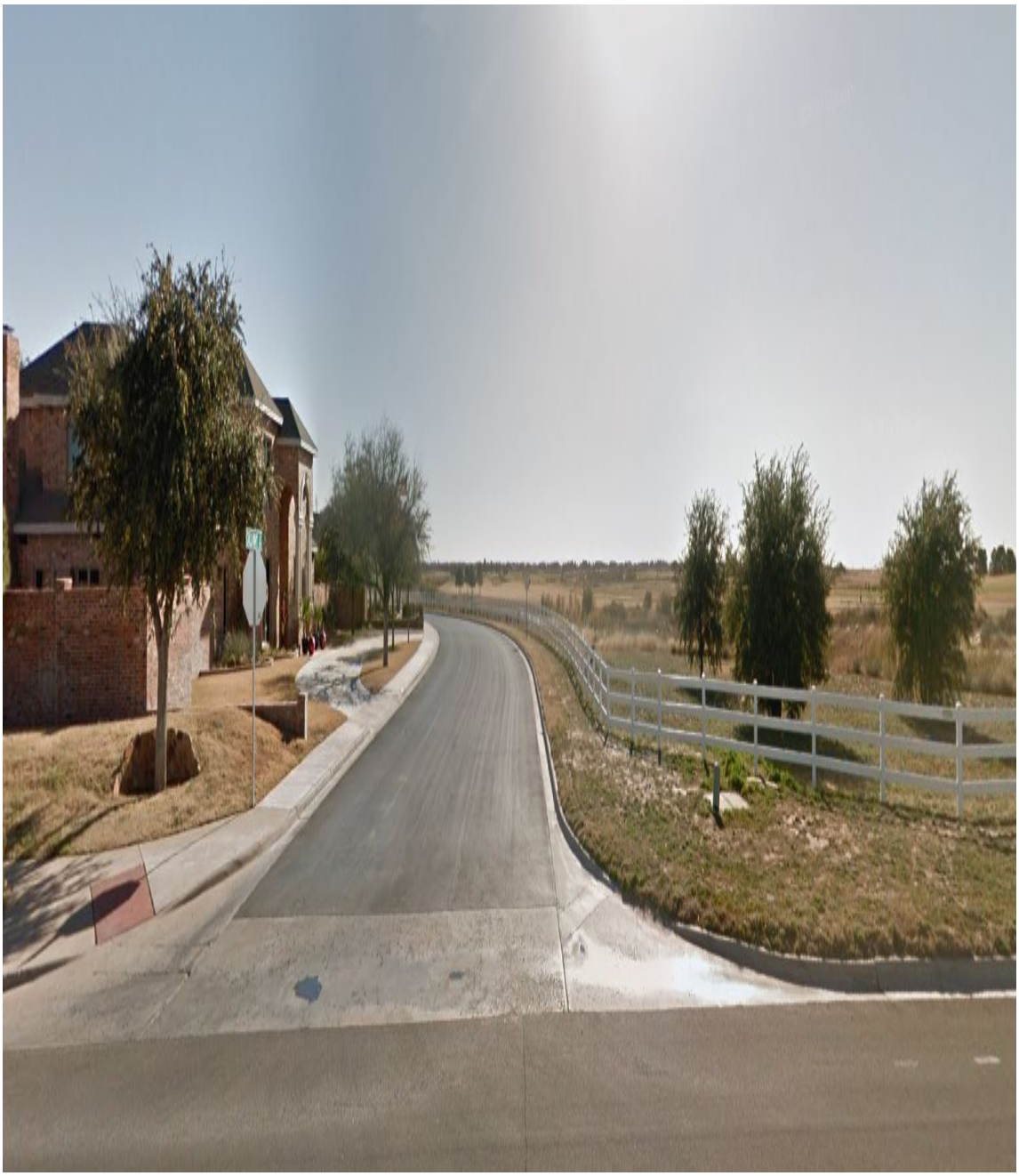
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NW Wadley Ave




W Wadley Ave

City Council Meeting

Item Number: 42

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manager

Subject: **Motion approving with staff's recommended conditions a proposed Preliminary Plat of Grassland Estates Addition, Section 25, being a re-plat of Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive - DISTRICT 4) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Midland-Odessa Golf Corp., is requesting to re-plat Lot 1, Block 21 Grassland Estates, Section 16, City and County of Midland, Texas into a mixed-use housing and local retail development.

Recommended City Council Action:

Deny

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

AE, Agricultural Estate District.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Denied)

*** Denied because a preliminary drainage report needs to be submitted and an initial review needs to be conducted to ensure that the big picture drainage concept complies with City of Midland Stormwater Design Manual.

Per Midland City Code Sect. 11-2-3(D)8:

"Standards for approval. No preliminary plat shall be approved by the commission or by the Council unless the following standards have been met:

(a) A preliminary drainage plan has been approved by the City engineer. The city engineer may approve a preliminary drainage plan which does not include information in sufficient detail to determine whether public street, alley and drainage improvement plans which will be submitted later will conform to all usual standards, but the lack of such detailed information shall result in approval of the preliminary plat being conditioned as described in paragraph 13 below, whether such condition is or is not explicit in the commission or Council's action.
(b) The plat conforms to applicable zoning and other regulations.
(c) The plat meets all other requirements of these regulations, subject to approval of variances."***

IMPACT FEES: Note has been provided on plat face.

ROW: Label internal streets as "private streets".

PAVING: Paving is to be private.

WATER: Install public water infrastructure in accordance with City of Midland Standards. Public infrastructure much be installed and accepted prior to Final Plat.

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test.

PRO RATA: None

SEWER: Install public wastewater infrastructure according to City of Midland Standards. Public infrastructure much be installed and accepted prior to Final Plat.

DRAINAGE: Drainage Report required per Midland City Code Sect. 11-2-3(D)8.

EASEMENTS: Show existing and proposed.

SIDEWALKS: Required with building permit.

DIMENSION: * * *

OTHER: * * * All public infrastructure improvements and plat to comply with City of Midland – Engineering Services, Fire Department & Utilities Policy Statement – City Standards & Development Requirements. (Found on-line at: http://www.midlandtexas.gov/DocumentCenter/View/2625)

New City standard details can be found on-line at: http://www.midlandtexas.gov/DocumentCenter/View/4278/City-of-Midland-Standard-Details.

TRANSPORTATION: (Denied)

Denied because comment from previous site plan review (Z-21-0235) was not addressed and this impacts the layout of the street network. Previous comment repeated: “The City's coordination efforts between this project and Grasslands West determined that Grasslands West's easternmost roadway will be a cul-de-sac and not connect to Wadley. Therefore, the western roadway in this project must connect to Wadley as shown and a public street cross-connection between the two projects must be provided south of Wadley and north of any access gate, as previously discussed with the Applicant.”

Per Midland City Code Sect. 11-2-5(C)3(a): "General. In order to provide for streets of suitable location, width, and improvement to accommodate prospective traffic and afford satisfactory access to police, firefighting, sanitation, and street maintenance equipment, and to coordinate streets so as to comprise a convenient system and avoid undue hardships to adjoining properties, an adequate street and thoroughfare system within and abutting the subdivision and providing access thereto shall be designed and improved in accordance with the standards set forth in these regulations, together with those contained in the major thoroughfare plan, the comprehensive plan and the City of Midland standard specifications, as adopted or amended from time to time by the Council."

Also reference:

--- City Code Sect. 11-2-5(A)3(c): “Streets. Proposed streets shall provide a safe, convenient and functional system for vehicular and pedestrian circulation and shall be properly related to the City's major thoroughfare plan and the comprehensive plan and any amendments thereto and shall be appropriate for the particular traffic characteristics of each proposed subdivision

or development."

--- City Code Sect. 11-2-5(C)3(o): "Continuity… In general, the street system shall provide for the normal circulation of traffic with adequate spacing and continuity of streets to perform their functions, but collector and minor streets shall not be so long as to encourage through traffic. Streets serving all one- and two-family zoned areas of a neighborhood shall connect to the neighborhood collector street system for access to schools, parks and other community facilities."

--- Tall City Tomorrow Comprehensive Plan, Chapter 5 (Transportation) – Goal #2 (pg 116) – "Provide a transportation system that is safe, convenient, and offers a variety of interconnected modes." "The design of streets and the level of connectivity those streets have plays a major role in ensuring a safe and convenient system. A truly unified city requires good connections among neighborhoods and destinations centers. Alternative local links also reduce dependence on major arterials like Big Spring Street for local traffic movement."

--- Tall City Tomorrow Comprehensive Plan, Chapter 5 (Transportation) – Initiatives and Policies #2 (pg 119) – "Establish Street connectivity standards" "Street connectivity benefits all parts of the system. Alternative routes for shorter trips indirectly increases the capacity of arterial streets for more regional or cross-city traffic. More options also means better quiet street opportunities for pedestrians and bicyclists and improved delivery of emergency services…. To improve connectivity between neighborhoods and improve emergency response, the number of entry points should be based on the number of lots, and where available alleys should continue to be used for the trash collection, parking, and access management."

FIRE: (Approved)

Future development shall meet all requirements of IFC 2015 ed. and local ordinances

CODE COMPLIANCE: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. 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.

GIS: (Approved)

The existing street Highland Boulevard and the proposed street Policy Way will share the same intersection at Callaway Drive. We recommend that Policy Way should be named Highland Boulevard to prevent any confusion.

PLANNING: (Approved with Conditions)

Lots in this preliminary plat do not conform to the minimum lot area of two acres and the required lot dimensions of the present AE, Agricultural Estate District. *See* Midland City Code §

§ 11-1-5.02, 11-1-5.04.

“No preliminary plat shall be approved by the commission or by the Council unless the following standards have been met: …The plat conforms to applicable zoning and other regulations.” Midland City Code § 11-2-3(D)8(b).

“A preliminary plat which is dependent, for conformance with this Chapter or the comprehensive plan, upon changes in existing zoning districts may be considered by the commission concurrently with its consideration of such zoning district changes. **If the commission makes a recommendation to the Council that the needed zoning district changes be approved, it may then consider and approve the preliminary plat, conditioned upon later zoning approval by the Council.** Following conditional approval by the commission, if the preliminary plat is one that requires Council approval, it shall be forwarded for Council consideration along with the needed zoning district changes. If the commission recommends that the needed zoning district changes be disapproved, the commission shall disapprove the preliminary plat, citing as its basis the lack of conformity of the proposed plat to the existing zoning districts and this Chapter, and the plat shall not be further considered unless the Council subsequently approves the needed zoning district changes. In the event of such subsequent zoning approval within a period of 90 days following the commission's disapproval of the proposed plat, the developer shall be entitled to file the preliminary plat for reconsideration by the commission, and no additional plat review fee shall be charged for the refiling.” Midland City Code § 11-2-3(D)9.

The preliminary plat does not show the owner’s certificate and acknowledgment, which is a requirement for approval of the final plat. “The final plat shall contain all of the information required for plats, as specified in Section 11-2-3(A). In addition, the application shall be accompanied by the following:..Certificates to be placed on plat as applicable: **Owner's certificate** (to be placed on plat), which must be acknowledged by the owner(s) of the property in the same manner as deeds as required by V.T.C.A., Property Code § 12.001, as amended. Acknowledgments may be modified to reflect the type of individual or entity who has an ownership interest in the property and the capacity in which a person is signing, e.g., partner, officer of corporation, etc. A separate acknowledgment should be made for each person signing. A separate acknowledgment need not be done for the same person signing in various capacities (i.e., both individually and as a corporate officer) if the signature block and acknowledgment indicate all capacities in which the person is signing. Midland City Code § 11-2-3(H)3(m)1.

The preliminary plat does not show the surveyor’s certificate, which is a requirement for approval of the final plat. “The final plat shall contain all of the information required for plats, as specified in Section 11-2-3(A). In addition, the application shall be accompanied by the following:..Certificates to be placed on plat as applicable**: Surveyor's certificate.” Midland City Code** § 11-2-3(H)3(m)2.

The preliminary plat does not show the certificate of approval by the City planning and zoning commission, which is a requirement for approval of the final plat. “The final plat shall contain all of the information required for plats, as specified in Section 11-2-3(A). In addition, the application shall be accompanied by the following:..Certificates to be placed on plat as

applicable: **Certificate of approval by the City planning and zoning commission** (to be placed on plat).” Midland City Code § 11-2-3(H)3(m)3.

The preliminary plat does not show the utility company's certificate, which is a requirement for approval of the final plat. “The final plat shall contain all of the information required for plats, as specified in Section 11-2-3(A). In addition, the application shall be accompanied by the following:..Certificates to be placed on plat as applicable**: Utility company's certificate (to be placed on plat)**”. Midland City Code § 11-2-3(H)3(m)4.

The preliminary plat does not identify the proposed uses of lots and restrictive covenants that apply to common area, which is a requirement for approval of the preliminary plat. “The proposed preliminary plat shall conform to the following standards and shall contain the following information in addition to the requirements specified in Section 11-2-3”…**Proposed use of lots and restrictive covenants, if any common area is proposed**.” Midland City Code § 11-2-3(D)4(c).

The preliminary plat does not contain the dimensions of the proposed lots and blocks, nor block numbers, which is a requirement for approval of the preliminary plat. “The proposed preliminary plat shall conform to the following standards and shall contain the following information in addition to the requirements specified in Section 11-2-3:…**Layout, numbers and approximate dimensions of lots and blocks**.” Midland City Code § 11-2-3(D)4(h).

This proposed plat is greater than 25 acres, which qualifies it to be approved by City Council. “Approval by the Council shall be required prior to consideration of a final plat by the commission for any preliminary plat which…**Is ten hectares (25 acres) or more in area** and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor.;” Midland City Code § 11-2-3(D)11(a)6

Remove topographic details from the face of the plat.

Provide a section for the plat recordation information.

This request was approved at the October 18, 2021, Planning and Zoning Commission meeting, with a 3-2 vote and one abstention.

Staff recommends denial of the preliminary plat of Grassland Estates Addition, Section 25 provided however, that if it is approved, staff recommends that it should be subject to conditions A through F.

Conditions:

A. Approval of this preliminary plat is conditioned upon the City Council finally approving a zoning district change for the subject property that will result in this preliminary plat conforming to all applicable zoning regulations, including minimum lot area and dimension regulations. *See* Midland City Code §§ 11-1-5.02, 11-1-5.04, 11-2-3(D)8(b), 11-2-3(D)9.

B. Approval of this preliminary plat is conditioned upon it identifying the proposed uses of lots and restrictive covenants that apply to common areas. *See* Midland City Code 11-2-3(D)4(c).

C. Approval of this preliminary plat is conditioned upon it containing the layout, numbers and approximate dimensions of lots and blocks." Midland City Code § 11-2-3(D)4(h).

D. Approval of this preliminary plat is conditioned upon the approval preliminary drainage plan by the City Engineer. *See* Midland Code § 11-2-3(D)8(a).

E. Approval of this preliminary plat is conditioned upon an approved transportation network offering a variety of interconnected modes, including a transportation system that is safe, convenient, and functional for vehicular and pedestrian circulation. *See* Midland Code § 11-2-5(A)3(c), Tall City Tomorrow Comprehensive Plan, Chapter 5 (Transportation) – Goal #2 (pg 116).

F. Approval of this preliminary plat is conditioned upon adequately design streets in where they are suitably location, provide accurate widths, and improvement to accommodate prospective traffic and afford satisfactory access to police, firefighting, sanitation, and street maintenance equipment, and to coordinate streets so as to comprise a convenient system and avoid undue hardships to adjoining properties are meet. *See* Midland Code § 11-2-5(C)3(a), City Code Sect. 11-2-5(C)3(o).

Attachments:

Application
Proposed Preliminary Plat
Proposed Site Plan
Maps

Robert Patrick

City Manager's Office

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-21-0400
Case Number: P-21-1200

Proposed Subdivision Plat Name: Presidential Estates Addition

Legal Description (attached sealed Metes and Bounds): Being a Replat of Lot 1, Block 21, Grassland Estates Addition, Section 16 to the City and County of Midland, Texas.

Property Owner Printed Name: Midland-Odessa Golf Corp - Jon Crain		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Midland	State TX	Zip 79762

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Parkhill Printed Name: Josh Wallender (PROJ # 1548.21)		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 West Wall, Suite 100	City Midland	State Texas	Zip 79701

Current Zoning: AE

Reason for Platting: Development of lots for housing and commercial use

Plat Information	Total Acreage:	± 220 Ac.
Type: ☒ Single-Family Residential 620± ☐ Multi-Family Residential ☒ Commercial 3 ☐ Extraterritorial Jurisdiction (ETJ)		
Number of Lots: See Above	Number of Multi-family Dwelling Units: N/A	

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☒ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): Jon Crain Date: 9-21-21

Property Owner (printed) : JON CRAIN

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Midland-Odessa Golf Corp - Jon Crain 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 22 day of September, 20 21, to certify which witness my hand and seal of office.

MIRNA A. GRANADOS
Notary Public, State of Texas
Comm. Expires 04-07-2024
Notary ID 130610784

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

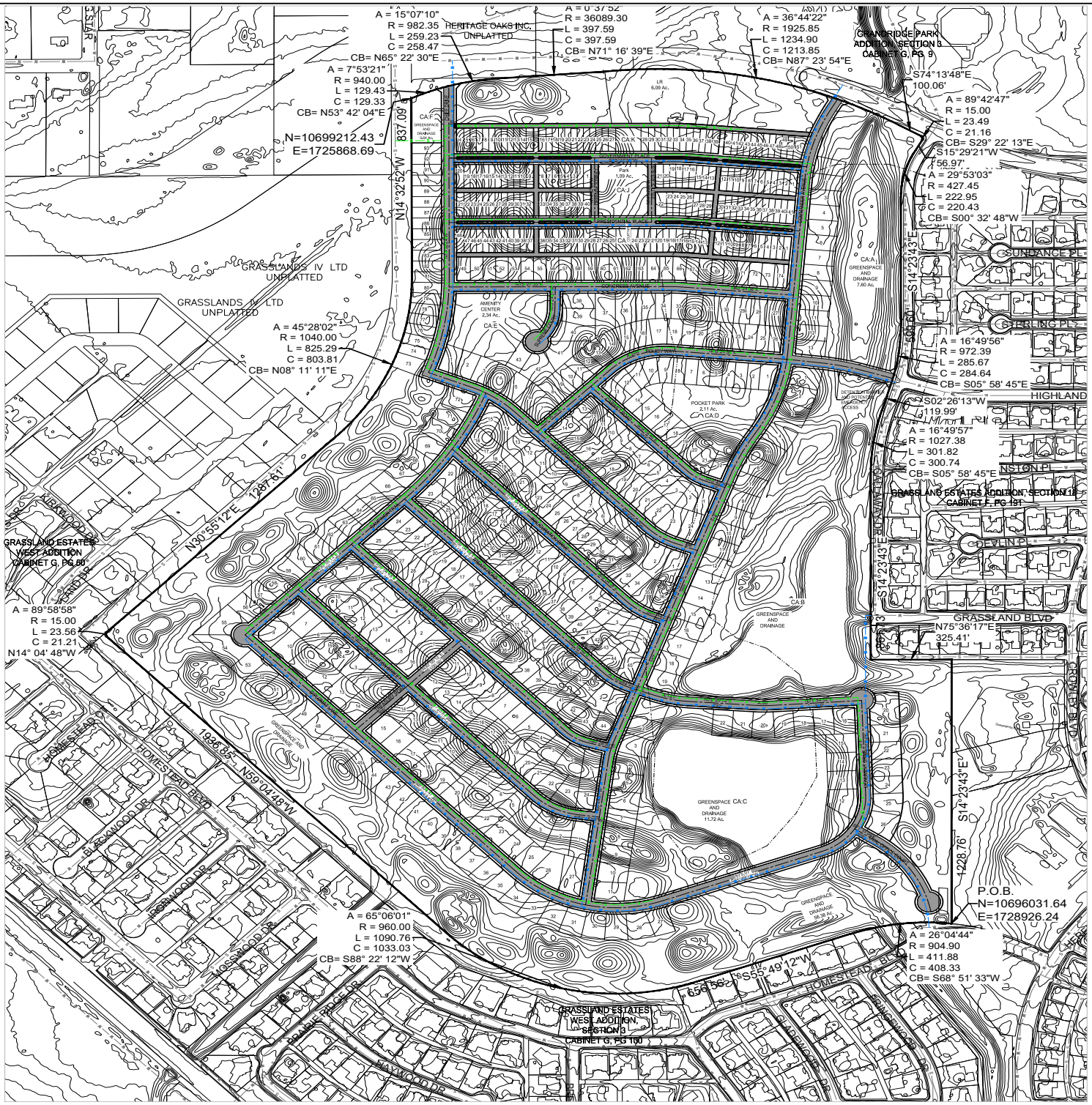
☑ Property Owner Authorization ☑ 1 Copy of Dimensioned Plat ☑ Plat in Digital Format (PDF/JPEG)

☑ Application Fee ☑ 1 Copy of Plat (11x17)

Check # 061524

Received By: ES Date: SEP 22 2021

****Application will not be considered for scheduling until reviewed by a planner.****



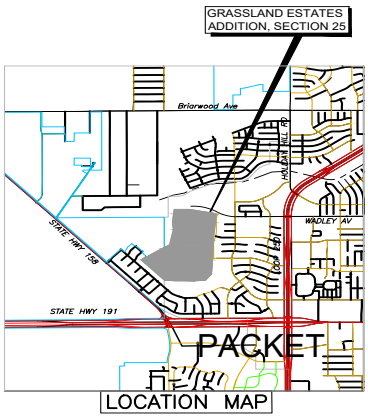
NOTES:

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 THESE LOTS MAY BE DEVELOPED OR BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. 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.
4. ALL ROADS IN SUBDIVISION ARE PRIVATE AND CONTAIN A PUBLIC UTILITY EASEMENT.

LEGEND

- EXISTING LOT LINES
- EXISTING RIGHT OF WAY
- PROPOSED PLAT LIMITS
- PROPOSED STREET ROW
- PROPOSED PLATTED LOT LINES
- PROPOSED EASEMENTS
- PROPOSED CENTERLINE ROAD
- CA:A PROPOSED COMMON AREA NAME
- PROPOSED WATER
- PROPOSED SEWER

200' 100' 0 200'
Original Scale: 1"=200'



LOCATION MAP

PRELIMINARY PLAT
GRASSLAND ESTATES ADDITION, SECTION 25

Being a Replat of Lot 1 Block 21, Grassland Estates Addition, Section 16 to the City and County of Midland, Texas

OWNER:

Midland–Odessa Golf Corp
P.O. Box 12580
Odessa, Texas 79768

ENGINEER:

Parkhill
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447

HERITAGE OAKS INC.
UNPLATTED

GRANDRIDGE PARK
ADDITION, SECTION 3
CABINET G, PG 9

GRASSLANDS IV LTD
UNPLATTED

A = 15°07'10"
R = 982.35
L = 259.23
C = 258.47
CB= N65° 22' 30"E

A = 0°37'52"
R = 36089.30
L = 397.59
C = 397.59
CB= N71° 16' 39"E

A = 36°44'22"
R = 1925.85
L = 1234.90
C = 1213.85
CB= N87° 23' 54"E

A = 7°53'21"
R = 940.00
L = 129.43
C = 129.33
CB= N53° 42' 04"E

N=10699212.43
E=1725868.69

N14°32'52"W 837.09'

S74°13'48"E
100.06'

A = 89°42'47"
R = 15.00
L = 23.49
C = 21.16
CB= S29° 22' 13"E

S15°29'21"W
56.97'

A = 29°53'03"
R = 427.45
L = 222.95
C = 220.43
CB= S00° 32' 48"W

S14°23'43"E 599.60'

A = 45°28'02"
R = 1040.00
L = 825.29
C = 803.81
CB= N08° 11' 11"E

A = 16°49'56"
R = 972.39
L = 285.67
C = 284.64
CB= S05° 58' 45"E

S02°26'13"W
119.99'

A = 16°49'57"
R = 1027.38

LR
6.09 Ac.

GREENSPACE
AND
DRAINAGE
0.64 Ac.

GREENSPACE
AND
DRAINAGE
7.60 Ac.

Park
1.09 Ac.

AMENITY
CENTER
2.34 Ac.

POCKET PARK
2.11 Ac.

DETENTION BARRIER
AND POTENTIAL
EMERGENCY
ACCESS

CHIEF DRIVE
GOVERNMENT PLACE
DEFENSE STREET
JUSTICE AVENUE
COMMANDER AVENUE
PRESIDENTIAL PLACE
COURTYARD
CONGRESS AVENUE
SUPREME COURT
POLICY WAY
CABINET ROAD

CA:A
CA:D
CA:E
CA:F
CA:I
CA:J
CA:K

SUND
STERL

100' 50' 0 100'
Original Scale: 1"=100'

PRELIMINARY PLAT
PRESIDENTIAL
ESTATES ADDITION
PAGE 2

L = 825.29
C = 803.81
CB= N08° 11' 11"E

N30°55'12"E 1287.61'

A = 89°58'58"
R = 15.00
L = 23.56
C = 21.21
CB= N14° 04' 48"W

1936.85' N59°04'48"W

A = 65°06'01"
R = 960.00
L = 1090.76
C = 1033.03
CB= S88° 22' 12"W

656.56' S55°49'12"W

A = 26°04'44"
R = 904.90
L = 411.88
C = 408.33
CB= S68° 51' 33"W

1228.76' S14°23'43"E

A = 16°49'56"
R = 972.39
L = 285.67
C = 284.64
CB= S05° 58' 45"E

S02°26'13"W
119.99'

A = 16°49'57"
R = 1027.38
L = 301.82
C = 300.74
CB= S05° 58' 45"E

861.73' S14°23'43"E

N75°36'17"E
325.41'

P.O.B.
N=10696031.64
E=1728926.24

GRASSLAND ESTATES ADDITION, SECTION 18
CABINET F, PG 191

GRASSLAND ESTATES WEST ADDITION
CABINET G, PG 50

POCKET PARK
2.11 Ac.
CA:D

GREENSPACE AND DRAINAGE
CA:B

GREENSPACE CA:C
AND
DRAINAGE
11.72 Ac.

GREENSPACE
AND
DRAINAGE
56.38 Ac.

DETENTION BARRIER AND POTENTIAL EMERGENCY ACCESS

POLICY WAY
CABINET ROAD
LEGISLATOR LANE
CAMPAIGN TRAIL
NAUGHATON DRIVE
TREATY ROAD
RESOLUTION STREET
DIPLOMA LANE
TREASURY ROAD
CONSTITUTIONAL OFFICE COURT
MONUMENT DRIVE

HIGHLAND BLVD
CRANSTON PL
DEVLIN PL
GRASSLAND BLVD
CALLAWAY DR
CROWLEY BLVD
HOMESTEAD BLVD
HEREFORD BLVD
DEEANNA LN
RIDGE
HILLC

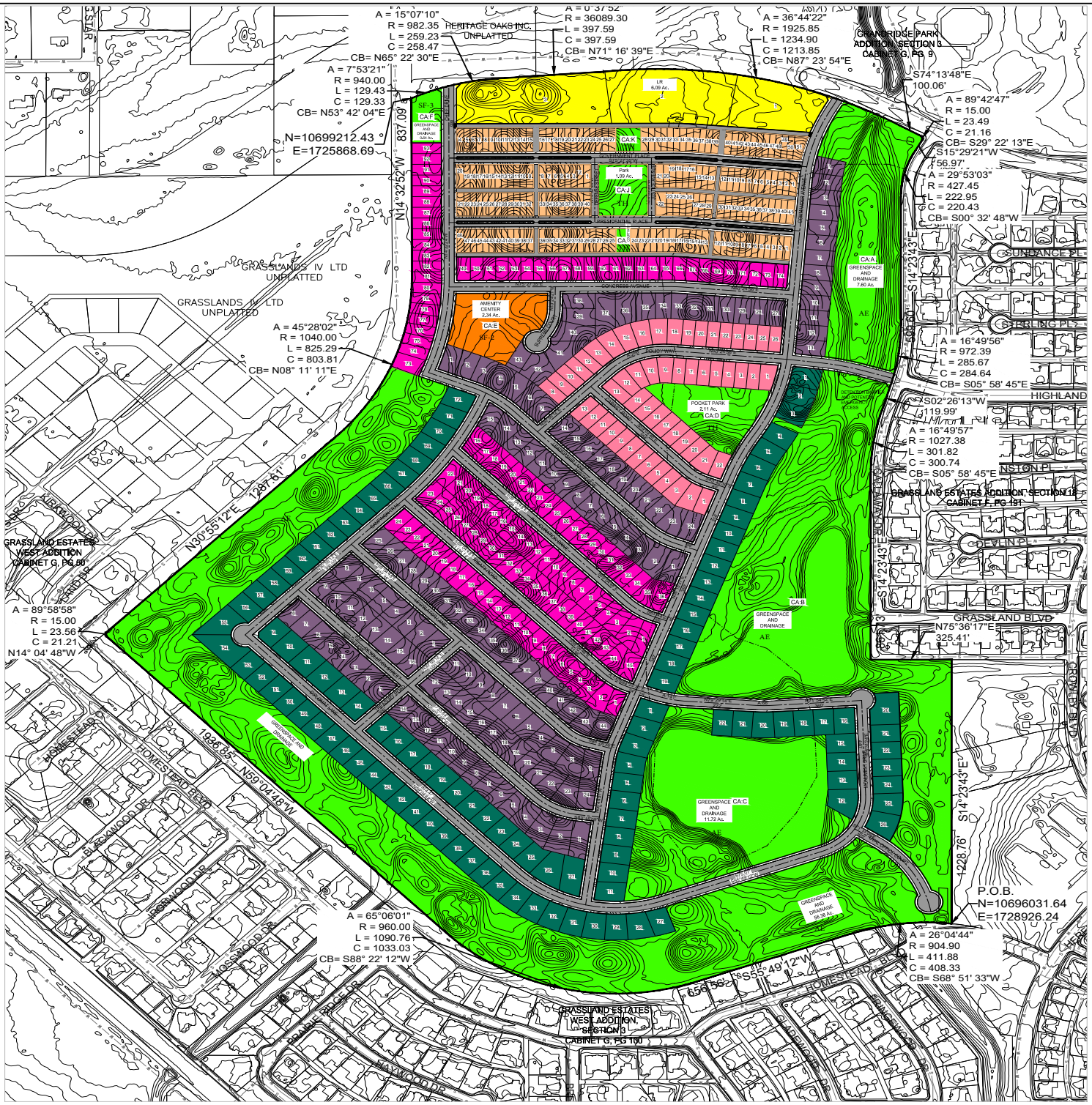
KIRKWOOD DR
MELAND DR
MELAND CT
HOMESTEAD CT
HOMESTEAD BLVD
BLACKWOOD DR
IRONWOOD DR
MOSSWOOD DR
RIDGE DR

GRASSLAND ESTATES

PRELIMINARY PLAT
PRESIDENTIAL ESTATES ADDITION
PAGE 3

150' 75' 0 150'
Original Scale: 1"=150'

EXHIBIT "A"
Site Plan



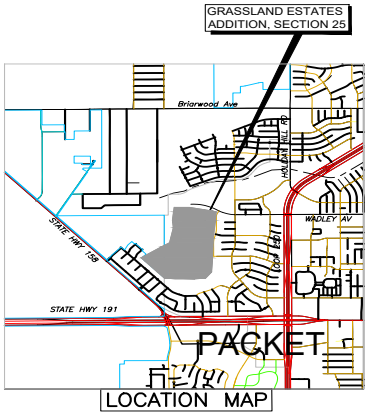
NOTES:

1. LOT LINES ARE APPROXIMATE.
2. ROADWAYS ARE APPROXIMATE ALIGNMENTS

200' 100' 0 200'
Original Scale: 1"=200'

PRELIMINARY PLAT
GRASSLAND ESTATES ADDITION, SECTION 25

Being a Replat of Lot 1 Block 21, Grassland Estates Addition, Section 16 to the City and County of Midland, Texas



LOCATION MAP

LEGEND

- EXISTING LOT LINES
- EXISTING RIGHT OF WAY
- PROPOSED PLAT LIMITS
- PROPOSED STREET ROW
- PROPOSED PLATTED LOT LINES
- PROPOSED EASEMENTS
- PROPOSED CENTERLINE ROAD
- CA:A PROPOSED COMMON AREA NAME
- PROPOSED GREENSPACE / POCKET PARK
- PROPOSED AMENITY CENTER
- PROPOSED OFFICE / LR
- PROPOSED SF-1 (80' WIDE)
- PROPOSED SF-2 (65' WIDE)
- PROPOSED SF-3 (50' WIDE)
- PROPOSED TH (30' WIDE)
- PROPOSED TH (ZERO LOT LINE) (50' WIDE)

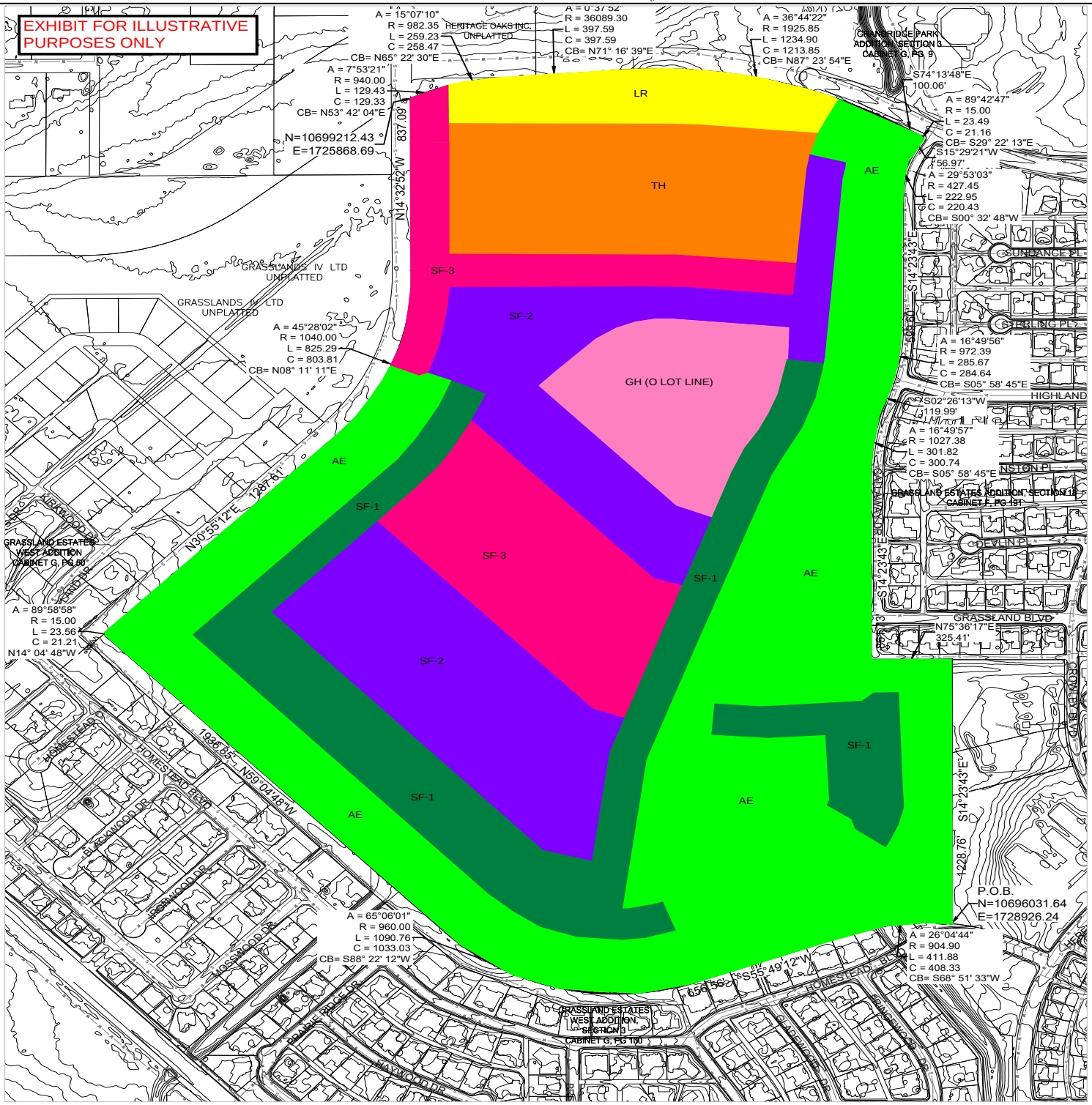
LOT COUNT		
TYPE	# OF LOTS	ACRES
GREENSPACE	8	80.11
AMENITY CENTER	1	2.34
OFFICE / LR	3	7.72
SF-1	113	26.84
SF-2	145	29.08
SF-3	137	19.45
TH	177	11.70
TH / GARDEN HOME (ZERO LOT LINE)	54	8.13

OWNER:

Midland–Odessa Golf Corp
P.O. Box 12580
Odessa, Texas 79768

ENGINEER:

Parkhill
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447



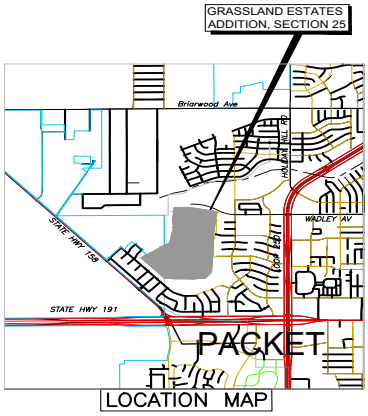
NOTES:

1. LOT LINES ARE APPROXIMATE.
2. ROADWAYS ARE APPROXIMATE ALIGNMENTS

200' 100' 0 200'
Original Scale: 1"=200'

PRELIMINARY PLAT
GRASSLAND ESTATES ADDITION, SECTION 25

Being a Replat of Lot 1 Block 21, Grassland Estates Addition, Section 16 to the City and County of Midland, Texas



LOCATION MAP

LEGEND

	EXISTING LOT LINES
	EXISTING RIGHT OF WAY
	PROPOSED PLAT LIMITS
	PROPOSED STREET ROW
	PROPOSED PLATTED LOT LINES
	PROPOSED EASEMENTS
	PROPOSED CENTERLINE ROAD
CA:A	PROPOSED COMMON AREA NAME
AE	PROPOSED GREENSPACE / POCKET PARK
SF-2	PROPOSED AMENITY CENTER
LR	PROPOSED LR
SF-1	PROPOSED SF-1 (80' WIDE)
SF-2	PROPOSED SF-2 (65' WIDE)
SF-3	PROPOSED SF-3 (50' WIDE)
TH	PROPOSED TH (30' WIDE)
GH	PROPOSED GARDEN HOME (ZERO LOT LINE 50' WIDE)

LOT COUNT

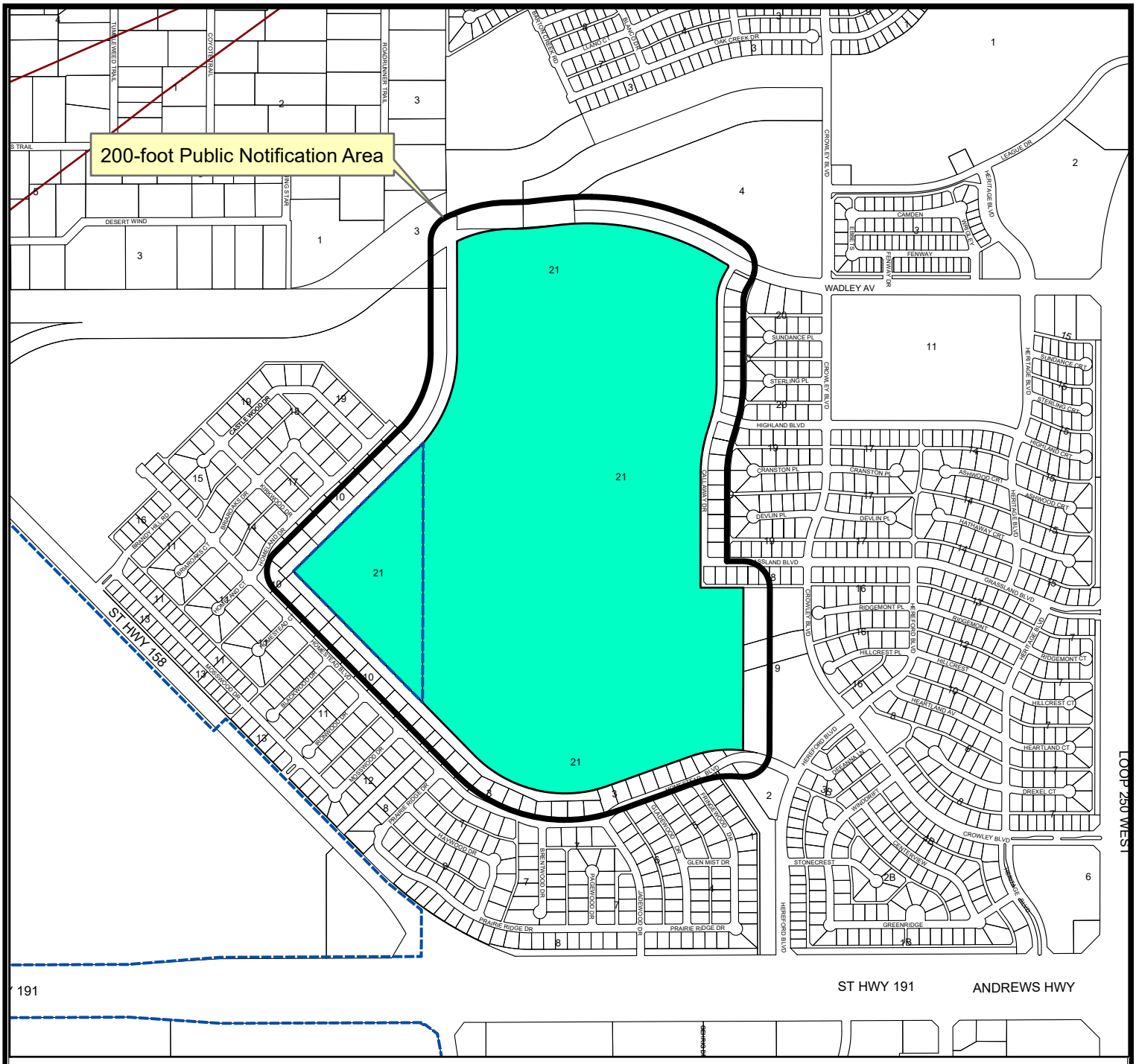
TYPE	# OF LOTS	ACRES
GREENSPACE	8	80.11
AMENITY CENTER	1	2.34
LR	3	7.72
SF-1	113	26.84
SF-2	145	29.08
SF-3	137	19.45
TH	177	11.70
GARDEN HOME (ZERO LOT LINE)	54	8.13

OWNER:

Midland–Odessa Golf Corp
P.O. Box 12580
Odessa, Texas 79768

ENGINEER:

Parkhill
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447



LOCATION MAP

SUB-21-0400

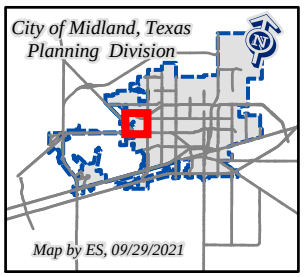
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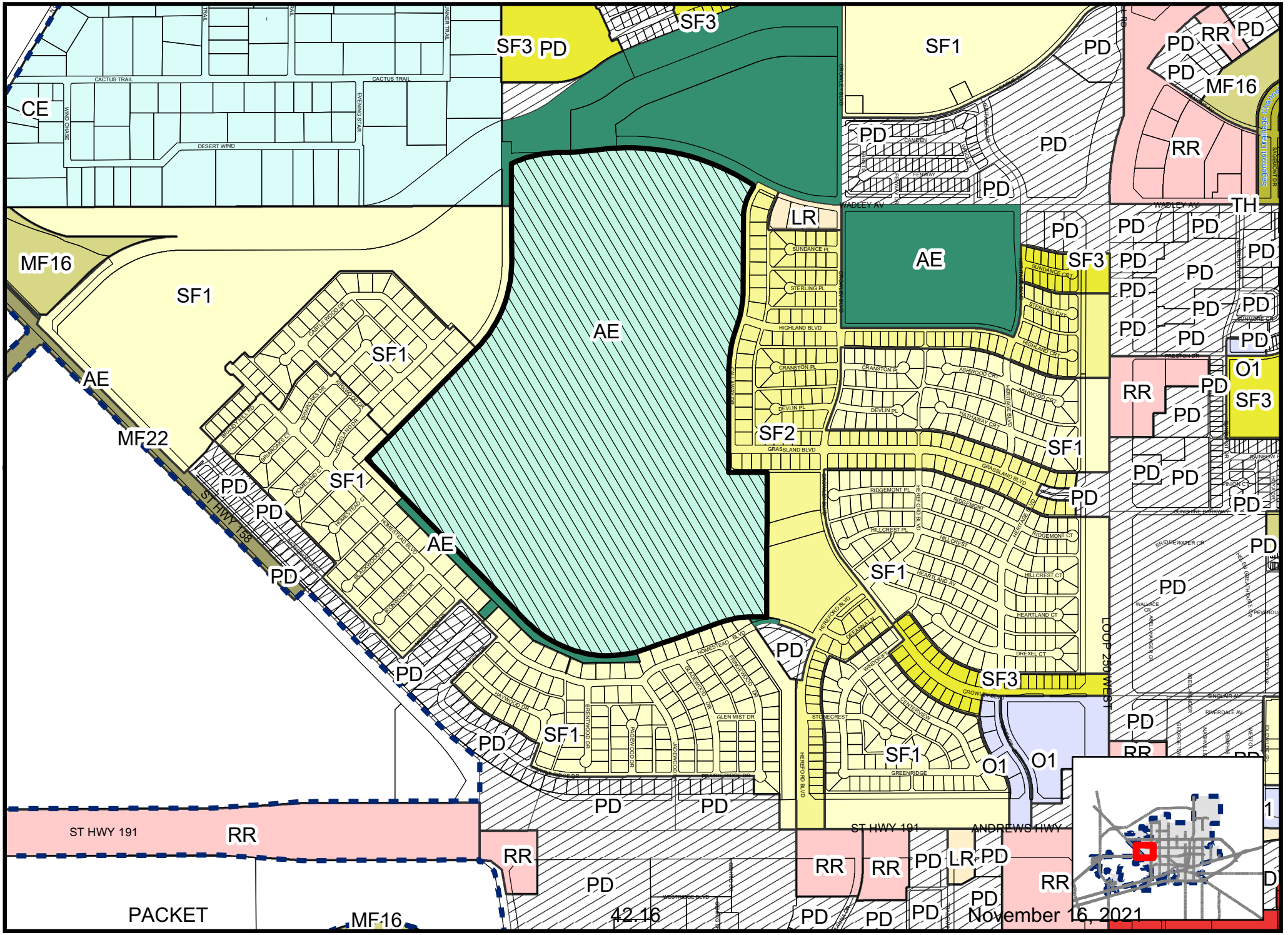
Consider a proposed re-plat of Grassland Estates, Section 25, being a replat of Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Generally located on the southwest corner of the intersection of W. Wadley Avenue and Callaway Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By ES, 7/8/2021

P-21-1200

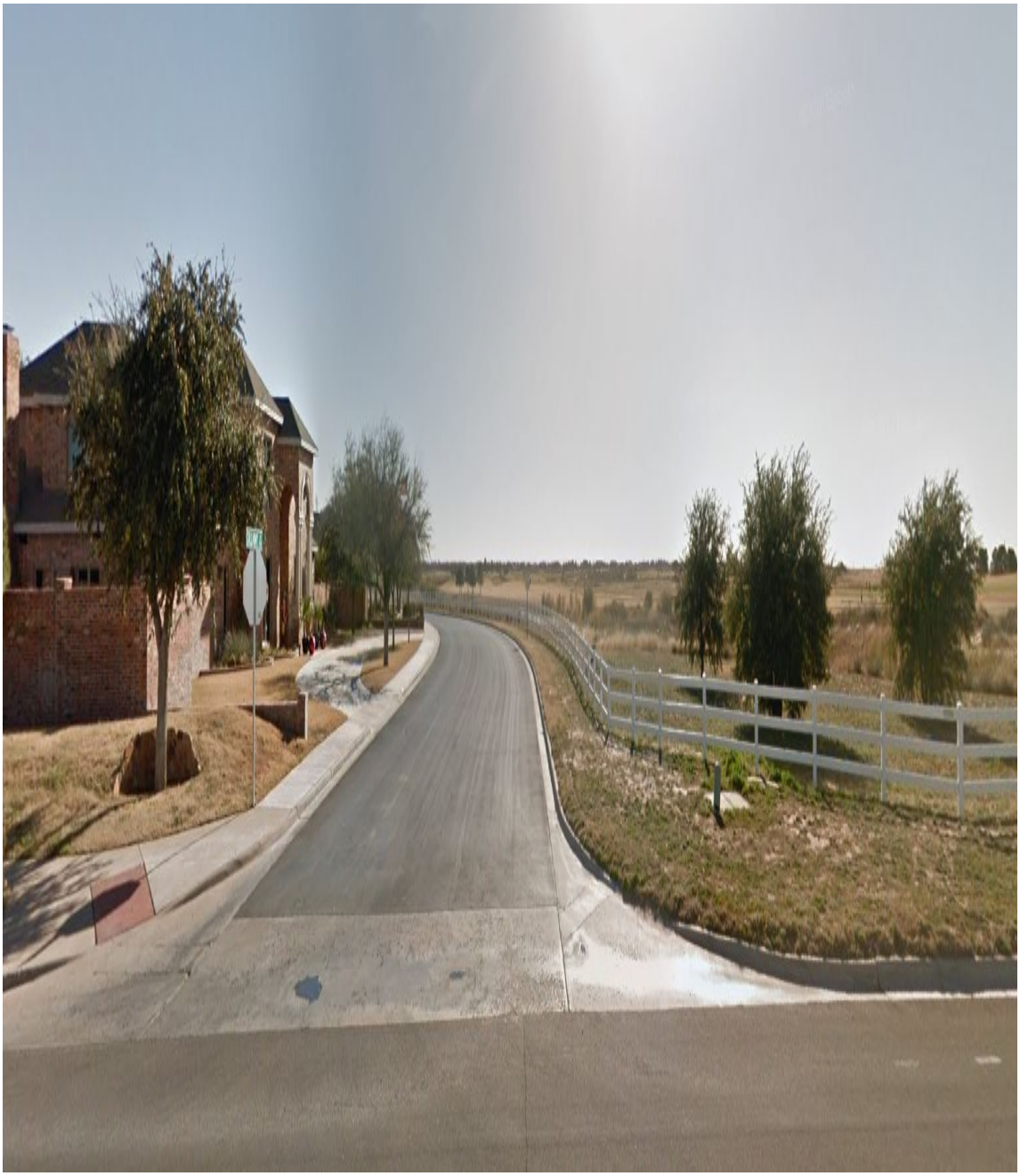
Scale: 1" = 1000'

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.




NW Wadley Ave




W Wadley Ave

City Council Meeting

Item Number: 43

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Jamie Radcliff, Budget Manager

Subject: AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2020-2021 FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS (DISTRICT: NONE) (FINANCE)

Purpose:

Adopt budget amendments to three Special Revenue Funds in Fiscal Year 2021 due to unforeseen circumstances

Recommended City Council Action:

Approve

Fiscal Impact:

This ordinance will ratify expenditures made by certain governmental funds above their originally adopted budget. These funds are sometimes difficult to forecast, due to the nature of the requirements placed upon them. The total amount of proposed amendments is $225,370. All funds have a sufficient cash balance.

Discussion:

Please see the attached memo from the Finance Department for a further explanation of the funds affected and the financial details.

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2020-2021 FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS

WHEREAS, expenditures in certain governmental funds exceeded the original estimates in the budget for the 2020-2021 fiscal year; and

WHEREAS, the Council finds it to be in the public interest to amend the 2020-2021 budget as necessary to meet unforeseen conditions that could not by reasonably diligent thought and attention have been included in the original budget for the 2020-2021 fiscal year;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

THAT in accordance with Texas Local Government Code section 102.009, the official municipal budget for the fiscal year 2020-2021 is hereby amended by increasing amounts appropriated to certain funds from the Unappropriated Fund Balance for the fiscal year ending September 30, 2021, as follows:

Increasing Budget Authority

Police Technology & Equipment Fund (075).. . . . . $94,641.00;

Parks Donation and Special Purpose Fund (077). $74,449.00;

Debt Service Fund (100).. . . . . $56,281.00.

Said budget schedule is on file with the office of the City Secretary referenced by the date and number of this Ordinance.

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:

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

TO: **The Honorable Mayor and Members of the City Council**

FROM: **Jamie Radcliff, Budget Manager**

SUBJECT: **Year End Budget Amendments**

DATE: **November 16, 2021**

Appropriations are needed for the following funds:

Fund#	Fund Name	Adopted Budget	FY21 Expenses	Budget Amendment	Cash Balance
075	Police Tech and Equip	$85,600	$180,241	$94,641	$280,197
077	Park Donation and Special Purpose	$170,000	$244,449	$74,449	$2,165,733
100	Debt Service	$11,801,520	$11,857,801	$56,281	$1,934,398

Police Technology & Equipment is used to account for funds received from private organizations or individuals specifically for law enforcement related technology and equipment. Such funds are used solely for law enforcement purposes. The funds were used for ballistic vests and rifles for police officers.

Park Donation & Special Purpose Fund is used to account for funds received from private organizations, individuals, and oil lease money generated from park land. Such funds are used solely for park related development. The funds used here were for the Community Services Department Irrigation and Sod Project, for irrigation design and sod evaluation for four city parks.

****Governmental Debt Service Fund** accumulates revenue from the property tax levy. The overage was due to costs of issuance for the 2021 Certificate of Obligation.

City Council Meeting

Item Number: 44

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: AN ORDINANCE AMENDING TITLE XIII, "AIRPORTS", CHAPTER 2, "AIRPORT REGULATIONS", OF THE CITY CODE OF MIDLAND, TEXAS, BY ESTABLISHING SECTION 21, "CUSTOMER FACILITY CHARGE", SO AS TO AUTHORIZE THE IMPOSITION OF A CUSTOMER FACILITY CHARGE TO BE PAID BY EACH PERSON RENTING A MOTOR VEHICLE FROM AN ON-SITE VEHICLE RENTAL CONCESSIONAIRE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2022 (DISTRICT 4) (AIRPORTS)

Purpose:

AN ORDINANCE AMENDING TITLE XIII, "AIRPORTS", CHAPTER 2, "AIRPORT REGULATIONS" OF THE CITY CODE OF MIDLAND, TEXAS, BY ESTABLISHING SECTION 21, "CUSTOMER FACILITY CHARGE" SO AS TO AUTHORIZE THE IMPOSITION OF A CUSTOMER FACILITY CHARGE TO BE PAID BY EACH PERSON RENTING A MOTOR VEHICLE FROM AN ON-SITE VEHICLE RENTAL CONCESSIONAIRE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2022.

Recommended City Council Action:

Approve

Fiscal Impact:

TBD

Discussion:

In the Spring of 2020, the Department of Airports began investigating the possibility of building a Consolidated Rental Car Facility (ConRAC) at MAF. ConRACs were developed in the mid-1980s in an effort to take advantage of financial, environmental, and land-use benefits associated with consolidating all of the rental car agencies' operations into one facility. ConRACs are an extension of the airport and the customer experience, and also serves as the gateway to the area as they are typically viewed as the first experience for the arriving customer and the last experience for the departing customer. ConRACs alleviate congestion and frustration at the airport by creating a consolidated operation that provides a high level of customer service through intuitive wayfinding and providing a safe and secure environment. Additional benefits include much improved rental car operational efficiencies which equate to improved service and increased revenue. The project now involves investigating the cost of a multi-story parking garage with a Consolidated Rental Car Facility on the bottom floors and additional public parking on the higher levels.

Many airports use a Customer Facility Charge to help with the maintenance and financing of such a facility. This Ordinance will collect a $3 per transaction/day Customer Facility Charge (CFC) from customers renting vehicles. The $3 per transaction/day fee will be collected by rental car companies on behalf of the City from Airport customers renting vehicles. The fees collected will initially be used to complete more analysis to determine the most appropriate steps to build a ConRAC at MAF. The $3 rate will be included and adjusted in the City of Midland Rates and Charges Ordinance.

Tina Gaug

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XIII, "AIRPORTS", CHAPTER 2, "AIRPORT REGULATIONS", OF THE CITY CODE OF MIDLAND, TEXAS, BY ESTABLISHING SECTION 21, "CUSTOMER FACILITY CHARGE", SO AS TO AUTHORIZE THE IMPOSITION OF A CUSTOMER FACILITY CHARGE TO BE PAID BY EACH PERSON RENTING A MOTOR VEHICLE FROM AN ON-SITE VEHICLE RENTAL CONCESSIONAIRE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2022

WHEREAS, the City of Midland (the "*City*") owns and operates the Midland International Air & Space Port (the "*Airport*") and may enter into agreements for the use of Airport facilities with certain entities ("*On-Site Vehicle Rental Concessionaires*") for the privilege of operating vehicle rental concessions at the Airport, and may place restrictions and establish certain fees and charges related to the use of Airport facilities; and

WHEREAS, the City seeks to study and investigate certain improvements to current facilities occupied by On-Site Vehicle Rental Concessionaires and the proposed construction of a Consolidated Rental Car Facility ("*ConRAC*") on City-owned land at the Airport for the purpose of combining all functional components of On-Site Vehicle Rental Concessionaire operations into a single facility; and

WHEREAS, the improvements to current Airport facilities and the construction of a ConRAC at the Airport (collectively, the "*Improvements*") will alleviate traffic congestion at the Airport, preserve Airport infrastructure, and expand beneficial and convenient vehicle rental services to users of the Airport; and

WHEREAS, the City intends to fund all or a portion of the study, design, construction, operations, management, and maintenance of the Improvements through the imposition of a Customer Facility Charge (the "*CFC*") to be paid by each person renting a motor vehicle from an On-Site Vehicle Rental Concessionaire at Midland International Air & Space Port, and which shall be collected by the On-Site Vehicle Rental Concessionaires and remitted to the City; and

WHEREAS, the Council finds it to be in the public interest to amend Title XIII, "Airports", Chapter 2, "Airport Regulations", of the City Code of Midland, Texas, in order to authorize the imposition of a Customer Facility Charge to be paid by each person renting a motor vehicle from an On-Site Vehicle Rental Concessionaire;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Title XIII, "Airports", Chapter 2, "Airport Regulations", of the City Code of Midland, Texas, is hereby amended by adding Section 21, "Customer Facility Charge", which shall read as follows:

13-2-21. Customer Facility Charge.

(A) Definitions. As used in this Section:

1. *ConRAC* means a consolidated rental car facility.
2. *Customer Facility Charge (CFC)* means a user fee imposed on a transactional basis on a person renting a motor vehicle from an on-site vehicle rental concessionaire at Midland International Air & Space Port. The total CFC assessed per transaction shall be a product of the transaction days that are subject to agreement between the person and the on-site vehicle rental concessionaire. The CFC does not constitute income, revenue, or assets of the on-site vehicle rental concessionaire, and is, at all times, property of the City of Midland.
3. *On-Site Vehicle Rental Concessionaire* means any person, association, corporation, entity or other organization that enters into an agreement with the City of Midland for the purpose of occupying facilities located at Midland International Air & Space Port to offer motor vehicle rental concession services.
4. *Person* means any person, association, corporation, entity or organization that arrives at Midland International Air & Space Port and

enters into an agreement either (a) directly with an on-site vehicle rental concessionaire; or (b) with a third party, if such agreement with the third party was facilitated, arranged, or otherwise coordinated by an on-site vehicle rental concessionaire.

5. *Transaction Day* means a 24-hour period, or fraction thereof, that is subject to an agreement between a person and an on-site vehicle rental concessionaire.

(B) A Customer Facility Charge (CFC) is hereby established and shall be charged to each person renting a motor vehicle from an on-site vehicle concessionaire.

(C) Airport Manager; Powers and Duties.

1. The Airport Manager is authorized to implement and administer the CFC consistent with the provisions of this Ordinance and the City Code of Midland, Texas.

2. The Airport Manager may deem an on-site vehicle concessionaire that fails to comply with this Section in default of its agreement with the City of Midland, regardless of whether said agreement incorporates the provisions of this Section, and may recommend said agreement's termination to the City Council.

(D) On-Site Vehicle Concessionaire's Duties. An on-site vehicle concessionaire shall:

1. Charge and collect from each person the total amount of the CFC due under the agreement between the Person and the on-site vehicle concessionaire at the time the final number of transaction days are determined and shall list the CFC separately on the invoice, describing it as a "Customer Facility Charge";

2. Remit the total amount of the CFC to the City on a monthly basis, and not later than the 15th day of the month following the month in which

the CFC is paid by the person, along with supporting documentation in a format acceptable to the Airport Manager.

3. Maintain adequate records that account for the CFC charged to its customers and collected for the benefit of the City of Midland, in accordance with generally accepted accounting principles, and make said records available to the City of Midland upon the request of the Airport Manager.

(E) Permitted Uses of the Customer Facility Charge Funds. All funds collected from the imposition of the CFC shall be designated as such and used only for the study, design, construction, operations, management, and maintenance of:

1. Improvements to current facilities occupied by on-site vehicle rental concessionaires; and

2. A ConRAC to be located at Midland International Air & Space Port.

(F) Amount of Customer Facility Charge. The Customer Facility Charge shall be based on the rate found in the City of Midland Fee Ordinance.

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 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 law as an alternative method of publication.

SECTION FIVE. The effective date of this Ordinance is February 1, 2022.

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:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____

John Ohnemiller, City Attorney

City Council Meeting

Item Number: 45

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Jamie Radcliff, Budget Manager

Subject: AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; AND ORDERING PUBLICATION (DISTRICT: ALL) (FINANCE)

Purpose:

Adopt the Fee Schedule as Revised establishing regulatory and user fees collected by the City of Midland in order to adequately cover the costs and expenses incurred with providing the services.

Recommended City Council Action:

Approve

Fiscal Impact:

Regulatory and User fees generate revenue designed to cover the cost of service provided by the City of Midland. The Airport and Parks Department has additions/revisions to their user fees.

Discussion:

The Airport is implementing a $3.00 Customer Facility Charge to be collected daily by the rental car companies from vehicle rentals.

The Parks Department adjusted fees for the Whitehouse Rental. The cost for half day rentals is $200 (10 AM - 4 PM or 6 PM - midnight). The fee is $400 to reserve the Whitehouse All Day, with a $200 deposit.



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; AND ORDERING PUBLICATION

WHEREAS, the City Council finds it to be in the public interest to establish fees collected by the City of Midland in order to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees; and

WHEREAS, the City Manager's designees have prepared Exhibits "A" through "O", which are attached hereto and incorporated herein for all purposes, identifying said fees (collectively, the "Fee Schedule"); and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the Fee Schedule and to establish the fees identified therein as the fees to be collected by the City of Midland, said fees being reasonably related to the costs and expenses incurred by the City in connection with providing the services associated with said fees;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

SECTION ONE. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are adopted as part of this ordinance for all purposes.

SECTION TWO. That the Fee Schedule is hereby approved and adopted. The fees identified in the Fee Schedule are hereby established as the fees to be collected by the City of Midland except for the following types of fees: a fee charged to a requestor who submits a request for information under the Texas Public Information Act; a fee assessed by the Municipal Court that is not identified in the Fee Schedule; a fee established by a contract, to the extent that the fee established by the contract conflicts with or is not identified in the Fee Schedule; a drainage charge; an impact fee; a fee prescribed by a state law, rule, or

regulation; or a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule.

To the extent that a fee identified in the Fee Schedule conflicts with a fee that was previously established by ordinance (including an ordinance that has been codified in the City Code), resolution, or other City of Midland instrument, this ordinance shall supersede such previous ordinance, resolution, or other instrument, and the fee identified in the Fee Schedule shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule conflicts with a fee prescribed by a state law, rule, or regulation, the fee prescribed by the state law, rule, or regulation shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule is a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule, such fee that was previously established by following the applicable procedure shall be the applicable fee.

SECTION THREE. Any person wishing to appeal the payment of a fee identified in the Fee Schedule may do so in accordance with the law, rule, regulation, or ordinance that established the procedure for appealing such fee. To the extent no such appeal procedure has been established for a fee identified in the Fee Schedule that is not a fee assessed by the Municipal Court, the following appeal procedure shall apply:

A. Any person may appeal in writing to the City Manager, or the City Manager's designee, prior to paying the fee or after paying the fee. Any person may appeal in writing to the City Manager, or the City Manager's designee, if the person believes that he or she cannot afford the fee. The person may seek an exemption from all or part of the fee. The City Manager, or the City Manager's designee, shall make certain that the fee is not paid under duress.

If a person wishes to appeal after payment of the fee, the person shall appeal in writing to the City Manager, or the City Manager's designee, within ten (10) calendar days of paying the fee.

B. The City shall not file criminal charges against any person related to non-payment of the fee if the fee is not paid. The City shall not file criminal charges against a person in an attempt to collect the fee.

C. The City Manager, or the City Manager's designee, shall provide a full and meaningful review process. The City Manager, or the City Manager's designee, shall provide a fair opportunity for a person to challenge the accuracy and legal validity of his or her fee obligation. The City Manager, or the City Manager's designee, shall also provide a clear and certain remedy for any erroneous or unlawful fee collection to ensure that the opportunity to contest the fee is a meaningful one. Options that the City Manager, or the City Manager's designee, shall consider in providing a clear and certain remedy are a refund of any excess fee paid, as well as other factors, such as ensuring that a person may continue the operation of his or her business.

D. The City Manager, or the City Manager's designee, shall make his or her decision within ten (10) days of receiving the written notice of appeal. The City Manager, or the City Manager's designee, shall ensure that a person has all rights under any applicable law. A person shall incur no financial hardship by exercising his or her right to appeal.

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. That this ordinance shall become effective immediately upon final passage and approval.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

_____
Robert Patrick, City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Exhibit A

City Secretary

	Fee
Business Regulations	
Junk and secondhand goods license	$25.00
Renewal of junk and secondhand good	$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab annual operating fee (each)	$200.00
Limo or Motorbus operating fee (each)	$100.00
Passports	
Execution Fee (DS-11)	$35.00
Renewal Mailing Fee (DS-82)	$10.00
Passport Photograph	$18.00
Expedited Shipping Fee (DS-11)	$26.40
Expedited Shipping Fee (DS-82)	$32.95
Notarization Fee	$10.00
Copies	$0.25

Exhibit B

Parks

	Fee
TEMP FENCING	
Deposit	$200.00
Rental Fee (per panel)	$10.00
SHOWMOBILE	
Deposit	$1,000.00
4 Hours	$250.00
8 Hours	$500.00
Extensions	$100.00
Show Lights	$200.00
PORTABLE BLEACHERS	
Deposit	$100.00
Rental Fee	$100.00
PORTABLE STAGE	
Deposit	$100.00
Rental Fee	$100.00
TRASH CANS	
Deposit	$100.00
Rental Fee (10 cans)	$50.00
PARK PAVILION RENTAL	
Deposit	$100.00
Rental Fee 9am-12am	$60.00
Rental Fee 9am-3pm	$30.00
Rental Fee 4pm-12am	$40.00
BEAL RANCH HOUSE	
Deposit no Alcohol	$300.00
Deposit w/Alcohol	$500.00
Rental Fee Per Hour	$50.00
GAZEBO RENTAL WADLEY	
Deposit	$100.00
Rental Fee 9 am- 3 pm	$50.00
Rental Fee 4 pm-10 pm	$50.00
Rental Fee 9 am-10 pm	$100.00
GAZEBO RENTAL BEAL	
Deposit	$100.00
Rental Fee 9 am- 3 pm	$50.00
Rental Fee 4 pm-10 pm	$50.00
Rental Fee 9 am-10 pm	$100.00
WHITEHOUSE RENTAL	
Deposit	$200.00
Rental Fee 10 am - 4 pm	$200.00
Rental Fee 6 pm - 12 am	$200.00
Rental Fee All Day	$400.00

Exhibit C

Recreation

		Fee
CITY POOL RATES		
Entry Fee		$3.00
Children under 2		Free
10 Punch Card		$15.00
25 Punch Card		$35.00
75 Punch Card		$75.00
Personal Cooler Admission		$10.00
Soda/Drinks		$2.00
Snacks		$1.00
Life Jacket Rental		$1.00
Life Jacket Deposit		$1.00
PRIVATE RENTALS		
DEPOSIT		$250.00
RENTAL		$700.00
POOL PAVILION RENTALS		
(Doug Russell Only)		
DEPOSIT		$100.00
RENTAL		$100.00
MARTIN LUTHER KING RECREATION CENTER	per hour	
Activity Room		
During Operation		$25.00
After Hours		$35.00
Deposit		$100.00
Activity Rm/with Gameroom	per hour	
During Operation		$35.00
After Hours		$70.00
Deposit		$300.00
Auditorium	per hour	
During Operation		$50.00
After Hours		$75.00
Deposit No Alcohol		$500.00
Deposit Alcohol		$750.00
Gymnasium	per hour	
Sporting Events ONLY		
During Operation		$25.00
After Hours		$50.00
Deposit		$200.00
Training Room	per hour	
Sporting Events ONLY		

Exhibit C

Recreation

	Fee
During Operation	$50.00
After Hours	$75.00
Deposit	$1,000.00
Daily	$1.00
Monthly Membership	$15.00
MLK Volleyball Net Setup Fee	$15.00
MOVIE SCREEN	
Deposit	$1,000.00
Fee	$500.00
BUBBLE SOCCER AT MLK Gym Only	
Deposit	$300.00
During Hrs	$100.00
After Hours	$125.00
Bubble Soccer at MLK Gym/Activity Rm	
Deposit	$300.00
During Hrs	$125.00
After Hours	$135.00
BUBBLE SOCCER AT MLK Gym/Act Rm/Game Rm	
Deposit	$300.00
During Hrs	Not Avaliable
After Hours	$170.00
BUBBLE SOCCER NOT @MLK	
Deposit	$500.00
Fee Per Hr (must be 2 hour rental)	$200.00
AUXILIARY FIELDS	
Per Hour	$50.00
Tournament (per game)	$30.00
Deposit	$100.00
Tournament Deposit ($125 non refundable)	$250.00
Field Marking	$75.00
Lights for Practice field (per field per hour)	$25.00

Exhibit D

Health and Senior Services

	Fee
Environmental Section	
Mobile Food Vendor	
Mobile Food Vendor	$175.00
Mobile Food (Seasonal)	$105.00
Temporary Permit	$70.00
Food Services Establishments	
1 thru 5 employees	$150.00
6 thru 10 employees	$200.00
11 or more employees	$250.00
Deli/Meat Market/Bakery	$75.00
Farmers Market	$50.00
Retail Food Store	
1 thru 5 employees	$150.00
6 thru 10 employees	$200.00
11 or more employees	$250.00
Temporary Permit	$70.00
Child Care Programs	
Day Care	$100.00
Foster Care	$50.00
Child Care Program for after School	$50.00
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	$100.00
Water Feature Permit	$100.00
Non-Profit Yearly	$30.00
Non-Profit Temporary	$30.00
Re-inspection (When Establishment is shut down)	$75.00
Septic System Inspections	
Septic System Residential	$150.00
Septic System Commercial	$210.00
Septic re-inspection (When fails initial inspection)	$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Clinical Section	
Health Department Services	
DTaP	$45.00
Kinrix (DTaP & Polio)	$100.00
Pentacel (DTaP & Polio & Flu Type B)	$140.00
IPV (Polio)	$50.00
Pedi HEP A	$40.00
Pedi HEP B	$35.00
HIB (Flu Type B)	$40.00

Exhibit D

Health and Senior Services

	Fee
Vaxelis (DTaP, HIB, Polio & HEB B)	$150.00
Rototeq/Rotarix (Rotavirus)	$140.00
Proquad (MMR & Varicella)	$250.00
PCV 13 (Pneumococcal Conjugate)	$260.00
PPSV23 (Pneumococcal Conjugate)	$145.00
MMR	$90.00
Varicella	$150.00
TD (Tetanus & Diptheria)	$50.00
TDAP (Tetanus Diptheria and Pertussis)	$60.00
HPV 9	$240.00
MCV4 (Meningitis)	$150.00
Menqaudfi (Meningitis)	$200.00
Trumenba (Meningococcal Group B)	$140.00
Bexsero (Meningococcal Group B)	$130.00
Adult Hep A	$60.00
Adult Hep B	$65.00
Shingrix (Shingles)	$170.00
Infant flu	$25.00
Flu	$30.00
High Dose Flu	$65.00
Flublok	$60.00
Yellow Fever	$130.00
STD Testing	$10.00
HIV Testing	$10.00
STD Clinic Treatment	$10.00
STD Clinic Retreatment	$10.00
Pregnancy Test-Urine	$10.00
Pregnancy Test - Blood	$15.00
TB Test	$15.00
TB Clinic	$10.00
Administration Fees	
Insured	$25.00
TVFC 1=$10, 2=$20, >or= 3 = $30	
Refugee	$0.00
Medicaid/CHIP	$14.85
Medicare Flu or Pneumonia	$25.00

Exhibit E

Animal Services

	Fee
Adoption Fees	
Adoption Fees (includes micro chipping)	$35.00
Ducks, Rabbits, Other	$5.00
Humane Coalition Transfer Fee (with micro chipping) Range $17 to $25	$25.00
Animal Service Discount	$6.73
Impoundment Fees	
Impoundment - 1st Offense (altered)	$25.00
Impoundment - 1st Offense (unaltered)	$100.00
Impoundment - 2nd Offense (altered)	$50.00
Impoundment - 2nd Offense (unaltered)	$100.00
Impoundment - 3rd+ Offense (altered)	$60.00
Impoundment - 3rd+ Offense (unaltered)	$100.00
Livestock Impoundment	$100.00
Boarding & Quarantine	
Boarding (per day)	$6.00
Quarantine Fees ($8/day for 10 days)	$8.00
Home Quarantine Fees ($3/day for 10 days)	$30.00
Pick-up Fees	
Pickup Fee - Owner release	$15.00
Pickup Fee - Deceased	$10.00
Pickup Fee - Dead Small Livestock	$25.00
Pickup Fee- Deceased Livestock	$75.00
Transfer to Vet Fee	$15.00
Rabies Specimen Prep Fee	$15.00
Rabies Specimen Shipping	$45.00
Microchipping	
Microchips	$15.00
Pet Services	
Flea/Tick Dip	$15.00
Euthanasia	
Euthanasia	$15.00
Pet Licenses	
Pet License (yearly) ($7 reg, $10 Spec Event)	$7 or $10
Pet License (replacement)	$1.00
Wild Animal Permit	$25.00
Dangerous Dog Yearly Registration	$50.00
Off Leash Training Permit	$5.00
Pigeons	
Loft Permit for Pigeons	$3.00
Renewal of Loft Permit	$2.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	$20.25
Green Fee - Weekdays after 4:00	$11.25
Green Fee - Weekend	$25.25
Green Fee - Weekend after 4:00	$15.00
Weekend AM - 9 Holes	$14.00
Green Fee - Senior	$15.25
Green Fee - Junior	$9.50
Cart Fee (90%)	$12.75

Exhibit G

Planning

	Fee
Preliminary Plat Application	
Sketch Plan Application (1st review)	$225.00
Sketch Plan Application (2nd review)	$100.00
Preliminary Plat Application (up to 50 acres)	$350.00
Preliminary Plat Application (over 50 acres)	$500.00
Final Plat Application	
Standard Plat or Residential Up to 50 acres	$350.00
Standard Plat or Residential over 50 acres Max	$500.00
Administrative Plat	$250.00
Digital File Conversion Fee	$50.00
Recording Fees- Plats up to 18"x24"	$61.00
Recording Fees- Plats over 18"x24"	$81.00
Related Documents	$26.00
Replat	
Replat with Public Hearing	$250.00
Replat without Public Hearing	$250.00
Annexation/Zone Change Application	
Standard Zone Change	$500.00
Planned District Zone Change	$650.00
Multiple PD Proposal Basic	$550.00
Multiple PD Proposal Per Additional District	$100.00
Additional PD Regulations	$75.00
Site Plan in PDF Format for City Council	$50.00
Application Fee	$500.00
Zoning Board of Appeal Fee	$600.00
Special Exception Application Fee	$500.00
Oil and Gas	
Application for Oil and Gas Permit	$4,000.00
Credit Access Businesses	
Application Fee	$50.00
Specific Use Permit (SUP) / Specific Use Designation (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	$300.00
Application for General SUP/SUD	$400.00
Renewal SUP/SUD	$75.00
Temporary Mobile Home	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	$100.00
Temporary Land Use	
Application Fee	$300.00
For each additional event date	$25.00
Clean-Up Deposit	$500.00

Exhibit G

Planning

		Fee
	Damage Deposit	$500.00
	Outside sale of dogs	$20.00
Site Plan Review		
	Single PD Amendment	$550.00
	Multiple PD Amendment	$650.00
Dedications		
	Review Fee	$400.00
Vacation		
	Application Fee	$400.00
Creation of a Building Site		
	Application Fee	$400.00
Master Sign Plan		
	Application Fee	$300.00
Traffic Impact		
	Traffic Impact (Staff Study)	$350.00
	Traffic Impact (Review of Submittal)	$600.00
Portable Storage Containers		
Freight or Portable storage cont.- permit fee		$125.00
	Each add'l on same property	$25.00
90- day permit fee for storage container		$150.00
	Each add'l container	$25.00
45- day permit fee for storage container		$125.00
	Each add'l container	$25.00
30 day permit fee for storage container		$75.00
Certificate of occupancy and compliance		
Certificate of occupancy and compliance		$10.00

Exhibit H

Code Enforcement

	Fee
Building Permits	
Construction Permit Fee	31.5 cents per square foot
Sidewalk/ROW Residential (No building permit)	$50.00
Sidewalk/ROW Commercial (No building permit)	$200.00
Street Improvement Fee	23 cents per square foot
Fence Fee	$50.00
Manufactured Home	$200.00
Manufactured Home Skirting Deposit	$100.00
Moving Fee	$200.00
Non-Profit Residential	$150.00
Temporary Structure	$100.00
Detached Assessory (120Sq.ft or less)	$50.00
Detached Assessory (120Sq.ft to 200 sq.ft.)	$100.00
Demolition Permits	
Commercial Demo Fee - Building	$500.00
Commerical Demo Fee - Interior	$100.00
Residential or Accessory Bldg	$50.00
Temporary Sign Permits	
Permanent Sign Permits	$50.00
Temporary sign annual permit fee	$50.00
Failure to remove sign- hauling fee	$50.00
Failure to remove sign- daily storage fee	$10.00
Oil & Gas Drilling Permits	
Amendment Fee	$1,000.00
Certification Fee & Inspection	$300.00
Oil & Gas Application Fee	$4,000.00
Well Tranfer Fee	$500.00
***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended**	
Mobile Home Park Licenses	
Mobile Home Park Licenses	$25.00 plus $1 ea/addl
Certificate of Occupancy	
Certificate of Occupancy	$50.00
Lot Deposits	
Clearing Deposits (Floor & Foundation) Commercial	$2,000.00
Clearing Deposits (Floor & Foundation) Residential	$600.00
Clearing Deposits (Rubbish, Litter, Lot)	$200.00
Clearing Deposit (Accessory Bldg, Debris, Material	$200.00
Lot Clearing	
Administrative Fee	$100.00
Tree Removal	$70.00
Debris Charge	$110 per ton

Exhibit H

Code Enforcement

	Fee
Mow Vacant Lot	$0.05 per sq. yd.
Mow Lot with Structure	$0.055 per sq. yd.
Mow Acreage	$70 per acre
Mowing Fee	$0.10 per sq. yd.
Special Project	$165.00
Minimum Lot Charge	$45.00
Tires	Reimbursemt+$2.00/tire
Electrical Fees	
Minimum Fee	$50.00
Temporary Service	$50.00
Temporary Construction Pole	$50.00
Parking Lot Wiring	$50.00
Building Wiring	$0.05 per sq.ft
Service Change	$50.00
Sign Electrical Fee	$50.00
Electrical Fixture Fee (for first, $1.00 each after)	$15.00
Mobile Home Rewiring ($5 for each add'l)	$50.00
Clearance for Elec Connect/Disconnect Residential	$50.00
Reinspection (Red Tag)	$50.00
Mechanical Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Inspection for Heating, AC,Venting,Ductwork,Fridge ($5 for each add'l inspection)	$50.00
Fire Extinguishing Permit	$50.00
Boiler Inspections (33K to 1165 BTU)	$50.00
Boiler Inspections (1165K to 3300 BTU)	$50.00
Boiler Inspections (over 3300 BTU)	$50.00
Reinspection (Red Tag)	$50.00
Gas Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Floor Furnace, Boiler	$50.00
Vented Recessed Heater	$50.00
Gas line service	$50.00
Vented Appliance ($10 each add'l)	$50.00
Temporary Connection	$50.00
Reinspection (Red Tag)	$50.00
Plumbing Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Furnace, unit or wall heater ($10 each add'l)	$50.00
Water heater ($10 each add'l)	$50.00
Water softener	$50.00
Lawn Sprinkler	$50.00

Exhibit H

Code Enforcement

	Fee
Water Line Service	$50.00
Sewer Line Service	$50.00
Replumb Bldg	$0.05 Sq. Ft.
Fire Sprinker	$0.05 Sq. Ft.
Backflow Assembly Device ($10 each add'l)	$50.00
Reinspection (Red Tag)	$30.00
Vendor Permit	
Vendor Permit	$100.00
Water Well Fee	
Drill new well	$50.00
Reinspection Fee	
Reinspection (All Permits)	$100.00
Application to Board of Appeals	
Application	$200.00
Public Ways and Property	
House moving permit fee	$25.00
Network Nodes-5 in same application	$500.00
Each additional node in application	$250.00
Node Support Pole Application	$1,000.00
Fee to attach network node to public ROW pole	$20.00

Exhibit I

Engineering

	Fee
Traffic	
Street Name and Traffic Control Sign Fee	$500/intersection
Right of Way Use Permit Fee	$350.00

Exhibit J

Water & Sewer Fees

	Fee (as of July 1, 2020)
Water Rates Inside City:	
Base Rate for All Except Apartments for First 2,000 gallons	$21.61
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	$17.60
Rate per 1,000 gallons over base of 2,000 up to 10,000	$6.11
Rate per 1,000 gallons from 10,001 up to 25,000	$8.03
Rate per 1,000 gallons from 25,001 up to 50,000	$10.80
Irrigation)	$13.50
Sewer Rates Inside City:	
All Customers Base Rate (First 2,000 gallons)	$21.79
All Customers Rate per 1,000 after Base Rate	$0.88
Water Rates Outside City:	
Base Rate for All Except Apartments for First 2,000 gallons	$32.42
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	$26.40
Rate per 1,000 gallons over base of 2,000 up to 10,000	$9.17
Rate per 1,000 gallons from 10,001 up to 25,000	$12.05
Rate per 1,000 gallons from 25,001 up to 50,000	$16.20
Irrigation)	$20.25
Sewer Rates Outside City:	
Residential Base Rate (First 2,000 gallons)	$32.69
Residential Rate per 1,000 after Base Rate	$1.32
Miscellaneous:	
Septage waste hauler discharges and fees (per gallon)	$0.30

Exhibit K

Customer Service/Utility Billing

	Fee
Account Billing	
Residential Utility Deposit	$75.00
Re-read of Water Meter (2nd time)	$25.00
Test of Water Meter (2nd time)	$25.00
Non-sufficient fund check	$30.00
Reconnect-Disconnect fee	$30.00
Application Fee	$20.00
Transfer Fee	$20.00
Tampering/Straight Fee (1st time)	$200.00
Tampering/Straight Fee (2nd time)	$300.00
Water Meters & Tap Fees	
3/4" water meter-with existing meter box	$40.00
1" water meter-with existing meter box	$100.00
1" water meter tap (no paving cut or meter installation)	$390.00
1" service charge for tap and meter with meter box	$425.00
2" water meter- with existing meter box	$240.00
2" water meter tap (no paving cut or meter installation)	$564.00
2" service charge for tap and meter with meter box	$710.00
3" water meter	$375.00
4" water meter	$375.00
4" sewer tap	$350.00
6" sewer tap	$400.00
Replacement sewer tap (per line)	$300.00
Fee to abandon line for replacement	$150.00
Paving cut/Boring & Casing Fee	$400.00
Fire hydrant meter setting or moving	$200.00
Fire Hydrant meter deposit setting	$2,400.00
Drinking Water Testing- Total Coliform (Presence or absence)	$18.00
Non-Potable H2O testing- Total Coliform & E.Coli (MPN)	$25.00
Non-Potable H2O testing- Total Coliform & Fecal Coliform (MPN)	$25.00
Move a service line no more than 5 feet	$150.00

Exhibit L

Sanitation Fees

Inside City Limits

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	$18.45			
0.5	$36.90			
0.75	$55.35			
1	$73.80			
Commercial				
0.25	$24.68	$37.02	$49.36	$61.70
0.5	$49.36	$74.04	$98.72	$123.40
0.75	$74.04	$111.06	$148.08	$185.10
1	$98.70	$148.05	$197.40	$246.75
2	$187.53	$281.30	$375.06	$468.83
3	$276.36	$414.54	$552.72	$690.90
4	$365.19	$547.79	$730.38	$912.98
5	$454.02	$681.03	$908.04	$1,135.05
6	$542.85	$814.28	$1,085.70	$1,357.13
7	$631.68	$947.52	$1,263.36	$1,579.20
8	$720.51	$1,080.77	$1,441.02	$1,801.28
9	$809.34	$1,214.01	$1,618.68	$2,023.35
10	$898.17	$1,347.26	$1,796.34	$2,245.43
11	$987.00	$1,480.50	$1,974.00	$2,467.50
12	$1,075.83	$1,613.75	$2,151.66	$2,689.58
13	$1,164.66	$1,746.99	$2,329.32	$2,911.65
14	$1,253.49	$1,880.24	$2,506.98	$3,133.73
15	$1,342.32	$2,013.48	$2,684.64	$3,355.80
16	$1,431.15	$2,146.73	$2,862.30	$3,577.88
17	$1,519.98	$2,279.97	$3,039.96	$3,799.95
18	$1,608.81	$2,413.22	$3,217.62	$4,022.03
19	$1,697.64	$2,546.46	$3,395.28	$4,244.10
20	$1,786.47	$2,679.71	$3,572.94	$4,466.18
21	$1,875.30	$2,812.95	$3,750.60	$4,688.25
22	$1,964.13	$2,946.20	$3,928.26	$4,910.33
23	$2,052.96	$3,079.44	$4,105.92	$5,132.40
24	$2,141.79	$3,212.69	$4,283.58	$5,354.48
25	$2,230.62	$3,345.93	$4,461.24	$5,576.55
Per Month				
Recycling fee	$0.50			
Litter Abatement Fee	$1.00			

Exhibit L

Sanitation Fees

Outside City Limits - Sanitation Fees

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	$27.68			
0.5	$55.36			
0.75	$83.04			
1	$110.72			
Commercial				
0.25	$37.02	$55.53	$74.04	$92.55
0.5	$74.04	$111.06	$148.08	$185.10
0.75	$111.06	$166.59	$222.12	$277.65
1	$148.05	$222.08	$296.10	$370.13
2	$281.30	$421.94	$562.59	$703.24
3	$414.54	$621.81	$829.08	$1,036.35
4	$547.79	$821.68	$1,095.57	$1,369.46
5	$681.03	$1,021.55	$1,362.06	$1,702.58
6	$814.28	$1,221.41	$1,628.55	$2,035.69
7	$947.52	$1,421.28	$1,895.04	$2,368.80
8	$1,080.77	$1,621.15	$2,161.53	$2,701.91
9	$1,214.01	$1,821.02	$2,428.02	$3,035.03
10	$1,347.26	$2,020.88	$2,694.51	$3,368.14
11	$1,480.50	$2,220.75	$2,961.00	$3,701.25
12	$1,613.75	$2,420.62	$3,227.49	$4,034.36
13	$1,746.99	$2,620.49	$3,493.98	$4,367.48
14	$1,880.24	$2,820.35	$3,760.47	$4,700.59
15	$2,013.48	$3,020.22	$4,026.96	$5,033.70
16	$2,446.73	$3,220.09	$4,293.45	$5,366.81
17	$2,279.97	$3,419.96	$4,559.94	$5,699.93
18	$2,413.22	$3,619.82	$4,826.43	$6,033.04
19	$2,546.46	$3,819.69	$5,092.92	$6,366.15
20	$2,679.71	$4,019.56	$5,359.41	$6,699.26
21	$2,812.96	$4,219.43	$5,625.90	$7,032.38
22	$2,946.20	$4,419.29	$5,892.39	$7,365.49
23	$3,079.44	$4,619.16	$6,158.88	$7,698.60
24	$3,212.69	$4,819.03	$6,425.37	$8,031.71
25	$3,345.93	$5,018.90	$6,691.86	$8,364.83

Exhibit L

Sanitation Fees

Open Top/Compactor Fees	
One-time set up fee (Delivery fee)	$33.15 + Tax
Daily Rental	$6.63 + Tax
Haul Charge	$165.81 + Tax
Per Ton Disposal Fee (Landfill Charge)	$34.93 per

Removal of Garbage by Other Entity	
Garbage Hauler's Permit	$500.00

Landfill- Dumping and Unloading Charges	
Landfill Access Fee-	$25.00
Unlimited Landfill Access Fee-year	$500.00
Minimum Fee under 1 Ton	$17.46
Per ton Disposal Fee	$34.93
Materials not contained	$15.00
Pull off Fee	$75.00
Special Waste/Minor or TDH permit	
Special Waste Fee- Per Ton	$69.86
Minimum Fee under 1 Ton	$34.92

(1) Pursuant to Section 8-6-24 (A), Code of Ordinances, all Landfill Charges referenced in this Subsectioin (A) shall increase by two percent on February 1, 2017, and each February 1 thereafter, Unless otherwise modified by the City Council.

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	$0.70
Air carrier fees (per 1000 pounds of gross landing weight)	$0.70
Public Aircraft parking – locally based aircraft (month)	$25.00
Public Aircraft parking – transient aircraft (day)	$1.50
Customer Facility Charge - vehicle rentals (per transaction day)	$3.00
Public Parking – CI (Covered)	
0-30 minutes	Free
31-60 minutes	$3.00
Every additional hour	$2.00
Maximum per 24-hour period	$15.00
Public Parking – P1 & P3 (Close-In)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$12.00
Public Parking – P2 &P4 (Economy)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$9.00
Public Parking – C2 (Remote Covered)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$11.00
Public Parking – P5 (Remote Economy)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$7.00
Ground Transportation Permits -per month, per vehicle	
Taxicab	$25.00
Buses	$25.00
Courtesy vehicles for off-aiport hotel	$25.00
Courtesy vehicles for off-aiport car rental (plus 10% airport revenue)	$25.00
Courtesy vehicles for off-aiport parking lot (plus 10% airport revenue)	$25.00
Employee Parking	

Exhibit M

Airport

	Fee
Annual Employee Parking media (prorated monthly)	$40.00

Special assessments

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least $12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.
2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional $25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
Grande Stadium - Football/Soccer Field-Events	
Schools that are Members of the Texas Association of Private and Parochial Schools	$500.00
Up to 3A Schools	$500.00
4A and 5A	$1,500.00
Per 5000+ attendees after	$500.00
Security Bank Ballpark - Baseball Field	
Baseball Events-Flat Rate	$500.00
Grande Stadium - Stadium Rental	
Non-profits Deposit	$500.00
Non-profits Daily Rate	$1,000.00
Commercial Deposit	$1,000.00
Commercial Daily Rate vs. 1.5% of gross gate receipts	$1,500.00
SSC - Parking Lot Rental	
Multiple Day Events- Deposit	$1,000.00
Multiple Day Events- Daily Rate	$1,000.00
Light Use- Single Day- Deposit	$500.00
Light Use- Single Day- Daily Rate	$500.00
SSC - Auxiliary Fields	
Field Per Hour	$50.00
Lights Per Hour	$25.00
Deposit	$100.00
Auxiliary Fields - Tournament Fee Per Game (Includes Lights)	
Game	$30.00
Depost/Clean Up Fee (per day per field. Half deposit is refundable is field is left in good condition)	$250.00
Field Alteration (per field)	$75.00

Exhibit O

Miscellaneous

	Fee
Court Fees	
Municipal Court Building Security Fee	$3.00
Municipal Court Technology Fee	$4.00
Municipal Court Copy Fee	$1.00 per page
Business Regulations	
Closing out sale license fees - 30 days	$100.00
Closing out sale license fees - 60 days	$125.00
Closing out sale license fees - 90 days	$150.00
Peddler license	$4.00
Mobile Home/Travel Trailer Park App Fee	$10.00
Mobile Home/Travel Trailer Park License	$25 plus $1 ea.space
Mobile Home Mini Park location app	$10.00
Mobile Home Mini Park revised site plan	$10.00
City Chauffeur's license app fee	$25.00
Airport Cabstand Permit fee (per month)	$25.00
Special police officer license fee (individual)	$10.00
Special police officer license fee (firm)	$50.00
Carnival operator's license	$50.00
Carnival employee's license	$6.00
Side walk sale application fee	$4.00
Police Regulations	
Ambulance Services- Basic Life Support	$650 + $10 per mile
Ambulance Services- Advanced Life Support	$750 + $10 per mile
Ambulance Services- Advanced Level II	$850 + $10 per mile
Ambulance Waiting Charge	$200 per hour
Ambulance Service- Outside Midland County	$100.00
Food Truck Fire Inspection	$50 per inspection annually
Alarm Permit Application Fee-Commercial	$25.00
Alarm Permit Application Fee-Residential	$20.00
Alarm Permit Renewal Fee -Commercial	$20.00
Alarm Permit Renewal Fee - Residential	$15.00
Alarm Permit Service fee	$50.00
Franchises	
Telecomm Carrier on public ROW Reg. Fee-	$25.00
Franchise application and review fee	$500.00
Franchise renewal application and review fee	$500.00

Exhibit A

City Secretary

	Fee
Business Regulations	
Junk and secondhand goods license	$25.00
Renewal of junk and secondhand good	$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab annual operating fee (each)	$200.00
Limo or Motorbus operating fee (each)	$100.00
Passports	
Execution Fee (DS-11)	$35.00
Renewal Mailing Fee (DS-82)	$10.00
Passport Photograph	$18.00
Expedited Shipping Fee (DS-11)	$26.40
Expedited Shipping Fee (DS-82)	$32.95
Notarization Fee	$10.00
Copies	$0.25

Exhibit B

Parks

	Fee
TEMP FENCING	
Deposit	$200.00
Rental Fee (per panel)	$10.00
SHOWMOBILE	
Deposit	$1,000.00
4 Hours	$250.00
8 Hours	$500.00
Extensions	$100.00
Show Lights	$200.00
PORTABLE BLEACHERS	
Deposit	$100.00
Rental Fee	$100.00
PORTABLE STAGE	
Deposit	$100.00
Rental Fee	$100.00
TRASH CANS	
Deposit	$100.00
Rental Fee (10 cans)	$50.00
PARK PAVILION RENTAL	
Deposit	$100.00
Rental Fee 9am-12am	$60.00
Rental Fee 9am-3pm	$30.00
Rental Fee 4pm-12am	$40.00
BEAL RANCH HOUSE	
Deposit no Alcohol	$300.00
Deposit w/Alcohol	$500.00
Rental Fee Per Hour	$50.00
GAZEBO RENTAL WADLEY	
Deposit	$100.00
Rental Fee 9 am- 3 pm	$50.00
Rental Fee 4 pm-10 pm	$50.00
Rental Fee 9 am-10 pm	$100.00
GAZEBO RENTAL BEAL	
Deposit	$100.00
Rental Fee 9 am- 3 pm	$50.00
Rental Fee 4 pm-10 pm	$50.00
Rental Fee 9 am-10 pm	$100.00
WHITEHOUSE RENTAL	
Deposit	$200.00

Rental Fee 10 am - 4 pm	$200.00
Rental Fee 6 pm - 12 am	$200.00
Rental Fee All Day	$400.00

Exhibit C

Recreation

		Fee
CITY POOL RATES		
Entry Fee		$3.00
Children under 2		Free
10 Punch Card		$15.00
25 Punch Card		$35.00
75 Punch Card		$75.00
Personal Cooler Admission		$10.00
Soda/Drinks		$2.00
Snacks		$1.00
Life Jacket Rental		$1.00
Life Jacket Deposit		$1.00
PRIVATE RENTALS		
DEPOSIT		$250.00
RENTAL		$700.00
POOL PAVILION RENTALS		
(Doug Russell Only)		
DEPOSIT		$100.00
RENTAL		$100.00
MARTIN LUTHER KING RECREATION CENTER	per hour	
Activity Room		
During Operation		$25.00
After Hours		$35.00
Deposit		$100.00
Activity Rm/with Gameroom	per hour	
During Operation		$35.00
After Hours		$70.00
Deposit		$300.00
Auditorium	per hour	
During Operation		$50.00
After Hours		$75.00
Deposit No Alcohol		$500.00
Deposit Alcohol		$750.00
Gymnasium	per hour	
Sporting Events ONLY		
During Operation		$25.00
After Hours		$50.00
Deposit		$200.00
Training Room	per hour	
Sporting Events ONLY		

Exhibit C

Recreation

	Fee
During Operation	$50.00
After Hours	$75.00
Deposit	$1,000.00
Daily	$1.00
Monthly Membership	$15.00
MLK Volleyball Net Setup Fee	$15.00
MOVIE SCREEN	
Deposit	$1,000.00
Fee	$500.00
BUBBLE SOCCER AT MLK Gym Only	
Deposit	$300.00
During Hrs	$100.00
After Hours	$125.00
Bubble Soccer at MLK Gym/Activity Rm	
Deposit	$300.00
During Hrs	$125.00
After Hours	$135.00
BUBBLE SOCCER AT MLK Gym/Act Rm/Game Rm	
Deposit	$300.00
During Hrs	Not Avaliable
After Hours	$170.00
BUBBLE SOCCER NOT @MLK	
Deposit	$500.00
Fee Per Hr (must be 2 hour rental)	$200.00
AUXILIARY FIELDS	
Per Hour	$50.00
Tournament (per game)	$30.00
Deposit	$100.00
Tournament Deposit ($125 non refundable)	$250.00
Field Marking	$75.00
Lights for Practice field (per field per hour)	$25.00

Exhibit D

Health and Senior Services

	Fee
Environmental Section	
Mobile Food Vendor	
Mobile Food Vendor	$175.00
Mobile Food (Seasonal)	$105.00
Temporary Permit	$70.00
Food Services Establishments	
1 thru 5 employees	$150.00
6 thru 10 employees	$200.00
11 or more employees	$250.00
Deli/Meat Market/Bakery	$75.00
Farmers Market	$50.00
Retail Food Store	
1 thru 5 employees	$150.00
6 thru 10 employees	$200.00
11 or more employees	$250.00
Temporary Permit	$70.00
Child Care Programs	
Day Care	$100.00
Foster Care	$50.00
Child Care Program for after School	$50.00
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	$100.00
Water Feature Permit	$100.00
Non-Profit Yearly	$30.00
Non-Profit Temporary	$30.00
Re-inspection (When Establishment is shut down)	$75.00
Septic System Inspections	
Septic System Residential	$150.00
Septic System Commercial	$210.00
Septic re-inspection (When fails initial inspection)	$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Clinical Section	
Health Department Services	
DTaP	$45.00
Kinrix (DTaP & Polio)	$100.00
Pentacel (DTaP & Polio & Flu Type B)	$140.00
IPV (Polio)	$50.00
Pedi HEP A	$40.00
Pedi HEP B	$35.00
HIB (Flu Type B)	$40.00

Exhibit D

Health and Senior Services

	Fee
Vaxelis (DTaP, HIB, Polio & HEB B)	$150.00
Rototeq/Rotarix (Rotavirus)	$140.00
Proquad (MMR & Varicella)	$250.00
PCV 13 (Pneumococcal Conjugate)	$260.00
PPSV23 (Pneumococcal Conjugate)	$145.00
MMR	$90.00
Varicella	$150.00
TD (Tetanus & Diptheria)	$50.00
TDAP (Tetanus Diptheria and Pertussis)	$60.00
HPV 9	$240.00
MCV4 (Meningitis)	$150.00
Menqaudfi (Meningitis)	$200.00
Trumenba (Meningococcal Group B)	$140.00
Bexsero (Meningococcal Group B)	$130.00
Adult Hep A	$60.00
Adult Hep B	$65.00
Shingrix (Shingles)	$170.00
Infant flu	$25.00
Flu	$30.00
High Dose Flu	$65.00
Flublok	$60.00
Yellow Fever	$130.00
STD Testing	$10.00
HIV Testing	$10.00
STD Clinic Treatment	$10.00
STD Clinic Retreatment	$10.00
Pregnancy Test-Urine	$10.00
Pregnancy Test - Blood	$15.00
TB Test	$15.00
TB Clinic	$10.00
Administration Fees	
Insured	$25.00
TVFC 1=$10, 2=$20, >or= 3 = $30	
Refugee	$0.00
Medicaid/CHIP	$14.85
Medicare Flu or Pneumonia	$25.00

Exhibit E

Animal Services

	Fee
Adoption Fees	
Adoption Fees (includes micro chipping)	$35.00
Ducks, Rabbits, Other	$5.00
Humane Coalition Transfer Fee (with micro chipping) Range $17 to $25	$25.00
Animal Service Discount	$6.73
Impoundment Fees	
Impoundment - 1st Offense (altered)	$25.00
Impoundment - 1st Offense (unaltered)	$100.00
Impoundment - 2nd Offense (altered)	$50.00
Impoundment - 2nd Offense (unaltered)	$100.00
Impoundment - 3rd+ Offense (altered)	$60.00
Impoundment - 3rd+ Offense (unaltered)	$100.00
Livestock Impoundment	$100.00
Boarding & Quarantine	
Boarding (per day)	$6.00
Quarantine Fees ($8/day for 10 days)	$8.00
Home Quarantine Fees ($3/day for 10 days)	$30.00
Pick-up Fees	
Pickup Fee - Owner release	$15.00
Pickup Fee - Deceased	$10.00
Pickup Fee - Dead Small Livestock	$25.00
Pickup Fee- Deceased Livestock	$75.00
Transfer to Vet Fee	$15.00
Rabies Specimen Prep Fee	$15.00
Rabies Specimen Shipping	$45.00
Microchipping	
Microchips	$15.00
Pet Services	
Flea/Tick Dip	$15.00
Euthanasia	
Euthanasia	$15.00
Pet Licenses	
Pet License (yearly) ($7 reg, $10 Spec Event)	$7 or $10
Pet License (replacement)	$1.00
Wild Animal Permit	$25.00
Dangerous Dog Yearly Registration	$50.00
Off Leash Training Permit	$5.00
Pigeons	
Loft Permit for Pigeons	$3.00
Renewal of Loft Permit	$2.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	$20.25
Green Fee - Weekdays after 4:00	$11.25
Green Fee - Weekend	$25.25
Green Fee - Weekend after 4:00	$15.00
Weekend AM - 9 Holes	$14.00
Green Fee - Senior	$15.25
Green Fee - Junior	$9.50
Cart Fee (90%)	$12.75

Exhibit G

Planning

	Fee
Preliminary Plat Application	
Sketch Plan Application (1st review)	$225.00
Sketch Plan Application (2nd review)	$100.00
Preliminary Plat Application (up to 50 acres)	$350.00
Preliminary Plat Application (over 50 acres)	$500.00
Final Plat Application	
Standard Plat or Residential Up to 50 acres	$350.00
Standard Plat or Residential over 50 acres Max	$500.00
Administrative Plat	$250.00
Digital File Conversion Fee	$50.00
Recording Fees- Plats up to 18"x24"	$61.00
Recording Fees- Plats over 18"x24"	$81.00
Related Documents	$26.00
Replat	
Replat with Public Hearing	$250.00
Replat without Public Hearing	$250.00
Annexation/Zone Change Application	
Standard Zone Change	$500.00
Planned District Zone Change	$650.00
Multiple PD Proposal Basic	$550.00
Multiple PD Proposal Per Additional District	$100.00
Additional PD Regulations	$75.00
Site Plan in PDF Format for City Council	$50.00
Application Fee	$500.00
Zoning Board of Appeal Fee	$600.00
Special Exception Application Fee	$500.00
Oil and Gas	
Application for Oil and Gas Permit	$4,000.00
Credit Access Businesses	
Application Fee	$50.00
Specific Use Permit (SUP) / Specific Use Designation (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	$300.00
Application for General SUP/SUD	$400.00
Renewal SUP/SUD	$75.00
Temporary Mobile Home	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	$100.00
Temporary Land Use	
Application Fee	$300.00
For each additional event date	$25.00
Clean-Up Deposit	$500.00

Exhibit G

Planning

		Fee
	Damage Deposit	$500.00
	Outside sale of dogs	$20.00
Site Plan Review		
	Single PD Amendment	$550.00
	Multiple PD Amendment	$650.00
Dedications		
	Review Fee	$400.00
Vacation		
	Application Fee	$400.00
Creation of a Building Site		
	Application Fee	$400.00
Master Sign Plan		
	Application Fee	$300.00
Traffic Impact		
	Traffic Impact (Staff Study)	$350.00
	Traffic Impact (Review of Submittal)	$600.00
Portable Storage Containers		
Freight or Portable storage cont.- permit fee		$125.00
	Each add'l on same property	$25.00
90- day permit fee for storage container		$150.00
	Each add'l container	$25.00
45- day permit fee for storage container		$125.00
	Each add'l container	$25.00
30 day permit fee for storage container		$75.00
Certificate of occupancy and compliance		
Certificate of occupancy and compliance		$10.00

Exhibit H

Code Enforcement

	Fee
Building Permits	
Construction Permit Fee	31.5 cents per square foot
Sidewalk/ROW Residential (No building permit)	$50.00
Sidewalk/ROW Commercial (No building permit)	$200.00
Street Improvement Fee	23 cents per square foot
Fence Fee	$50.00
Manufactured Home	$200.00
Manufactured Home Skirting Deposit	$100.00
Moving Fee	$200.00
Non-Profit Residential	$150.00
Temporary Structure	$100.00
Detached Assessory (120Sq.ft or less)	$50.00
Detached Assessory (120Sq.ft to 200 sq.ft.)	$100.00
Demolition Permits	
Commercial Demo Fee - Building	$500.00
Commerical Demo Fee - Interior	$100.00
Residential or Accessory Bldg	$50.00
Temporary Sign Permits	
Permanent Sign Permits	$50.00
Temporary sign annual permit fee	$50.00
Failure to remove sign- hauling fee	$50.00
Failure to remove sign- daily storage fee	$10.00
Oil & Gas Drilling Permits	
Amendment Fee	$1,000.00
Certification Fee & Inspection	$300.00
Oil & Gas Application Fee	$4,000.00
Well Tranfer Fee	$500.00
***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended**	
Mobile Home Park Licenses	
Mobile Home Park Licenses	$25.00 plus $1 ea/addl
Certificate of Occupancy	
Certificate of Occupancy	$50.00
Lot Deposits	
Clearing Deposits (Floor & Foundation) Commercial	$2,000.00
Clearing Deposits (Floor & Foundation) Residential	$600.00
Clearing Deposits (Rubbish, Litter, Lot)	$200.00
Clearing Deposit (Accessory Bldg, Debris, Material	$200.00
Lot Clearing	
Administrative Fee	$100.00
Tree Removal	$70.00
Debris Charge	$110 per ton

Exhibit H

Code Enforcement

	Fee
Mow Vacant Lot	$0.05 per sq. yd.
Mow Lot with Structure	$0.055 per sq. yd.
Mow Acreage	$70 per acre
Mowing Fee	$0.10 per sq. yd.
Special Project	$165.00
Minimum Lot Charge	$45.00
Tires	Reimbursemt+$2.00/tire
Electrical Fees	
Minimum Fee	$50.00
Temporary Service	$50.00
Temporary Construction Pole	$50.00
Parking Lot Wiring	$50.00
Building Wiring	$0.05 per sq.ft
Service Change	$50.00
Sign Electrical Fee	$50.00
Electrical Fixture Fee (for first, $1.00 each after)	$15.00
Mobile Home Rewiring ($5 for each add'l)	$50.00
Clearance for Elec Connect/Disconnect Residential	$50.00
Reinspection (Red Tag)	$50.00
Mechanical Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Inspection for Heating, AC,Venting,Ductwork,Fridge ($5 for each add'l inspection)	$50.00
Fire Extinguishing Permit	$50.00
Boiler Inspections (33K to 1165 BTU)	$50.00
Boiler Inspections (1165K to 3300 BTU)	$50.00
Boiler Inspections (over 3300 BTU)	$50.00
Reinspection (Red Tag)	$50.00
Gas Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Floor Furnace, Boiler	$50.00
Vented Recessed Heater	$50.00
Gas line service	$50.00
Vented Appliance ($10 each add'l)	$50.00
Temporary Connection	$50.00
Reinspection (Red Tag)	$50.00
Plumbing Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Furnace, unit or wall heater ($10 each add'l)	$50.00
Water heater ($10 each add'l)	$50.00
Water softener	$50.00
Lawn Sprinkler	$50.00

Exhibit H

Code Enforcement

	Fee
Water Line Service	$50.00
Sewer Line Service	$50.00
Replumb Bldg	$0.05 Sq. Ft.
Fire Sprinker	$0.05 Sq. Ft.
Backflow Assembly Device ($10 each add'l)	$50.00
Reinspection (Red Tag)	$30.00
Vendor Permit	
Vendor Permit	$100.00
Water Well Fee	
Drill new well	$50.00
Reinspection Fee	
Reinspection (All Permits)	$100.00
Application to Board of Appeals	
Application	$200.00
Public Ways and Property	
House moving permit fee	$25.00
Network Nodes-5 in same application	$500.00
Each additional node in application	$250.00
Node Support Pole Application	$1,000.00
Fee to attach network node to public ROW pole	$20.00

Exhibit I

Engineering

	Fee
Traffic	
Street Name and Traffic Control Sign Fee	$500/intersection
Right of Way Use Permit Fee	$350.00

Exhibit J

Water & Sewer Fees

	Fee (as of July 1, 2020)
Water Rates Inside City:	
Base Rate for All Except Apartments for First 2,000 gallons	$21.61
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	$17.60
Rate per 1,000 gallons over base of 2,000 up to 10,000	$6.11
Rate per 1,000 gallons from 10,001 up to 25,000	$8.03
Rate per 1,000 gallons from 25,001 up to 50,000	$10.80
Irrigation)	$13.50
Sewer Rates Inside City:	
All Customers Base Rate (First 2,000 gallons)	$21.79
All Customers Rate per 1,000 after Base Rate	$0.88
Water Rates Outside City:	
Base Rate for All Except Apartments for First 2,000 gallons	$32.42
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	$26.40
Rate per 1,000 gallons over base of 2,000 up to 10,000	$9.17
Rate per 1,000 gallons from 10,001 up to 25,000	$12.05
Rate per 1,000 gallons from 25,001 up to 50,000	$16.20
Irrigation)	$20.25
Sewer Rates Outside City:	
Residential Base Rate (First 2,000 gallons)	$32.69
Residential Rate per 1,000 after Base Rate	$1.32
Miscellaneous:	
Septage waste hauler discharges and fees (per gallon)	$0.30

Exhibit K

Customer Service/Utility Billing

	Fee
Account Billing	
Residential Utility Deposit	$75.00
Re-read of Water Meter (2nd time)	$25.00
Test of Water Meter (2nd time)	$25.00
Non-sufficient fund check	$30.00
Reconnect-Disconnect fee	$30.00
Application Fee	$20.00
Transfer Fee	$20.00
Tampering/Straight Fee (1st time)	$200.00
Tampering/Straight Fee (2nd time)	$300.00
Water Meters & Tap Fees	
3/4" water meter-with existing meter box	$40.00
1" water meter-with existing meter box	$100.00
1" water meter tap (no paving cut or meter installation)	$390.00
1" service charge for tap and meter with meter box	$425.00
2" water meter- with existing meter box	$240.00
2" water meter tap (no paving cut or meter installation)	$564.00
2" service charge for tap and meter with meter box	$710.00
3" water meter	$375.00
4" water meter	$375.00
4" sewer tap	$350.00
6" sewer tap	$400.00
Replacement sewer tap (per line)	$300.00
Fee to abandon line for replacement	$150.00
Paving cut/Boring & Casing Fee	$400.00
Fire hydrant meter setting or moving	$200.00
Fire Hydrant meter deposit setting	$2,400.00
Drinking Water Testing- Total Coliform (Presence or absence)	$18.00
Non-Potable H2O testing- Total Coliform & E.Coli (MPN)	$25.00
Non-Potable H2O testing- Total Coliform & Fecal Coliform (MPN)	$25.00
Move a service line no more than 5 feet	$150.00

Exhibit L

Sanitation Fees

Inside City Limits

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	$18.45			
0.5	$36.90			
0.75	$55.35			
1	$73.80			
Commercial				
0.25	$24.68	$37.02	$49.36	$61.70
0.5	$49.36	$74.04	$98.72	$123.40
0.75	$74.04	$111.06	$148.08	$185.10
1	$98.70	$148.05	$197.40	$246.75
2	$187.53	$281.30	$375.06	$468.83
3	$276.36	$414.54	$552.72	$690.90
4	$365.19	$547.79	$730.38	$912.98
5	$454.02	$681.03	$908.04	$1,135.05
6	$542.85	$814.28	$1,085.70	$1,357.13
7	$631.68	$947.52	$1,263.36	$1,579.20
8	$720.51	$1,080.77	$1,441.02	$1,801.28
9	$809.34	$1,214.01	$1,618.68	$2,023.35
10	$898.17	$1,347.26	$1,796.34	$2,245.43
11	$987.00	$1,480.50	$1,974.00	$2,467.50
12	$1,075.83	$1,613.75	$2,151.66	$2,689.58
13	$1,164.66	$1,746.99	$2,329.32	$2,911.65
14	$1,253.49	$1,880.24	$2,506.98	$3,133.73
15	$1,342.32	$2,013.48	$2,684.64	$3,355.80
16	$1,431.15	$2,146.73	$2,862.30	$3,577.88
17	$1,519.98	$2,279.97	$3,039.96	$3,799.95
18	$1,608.81	$2,413.22	$3,217.62	$4,022.03
19	$1,697.64	$2,546.46	$3,395.28	$4,244.10
20	$1,786.47	$2,679.71	$3,572.94	$4,466.18
21	$1,875.30	$2,812.95	$3,750.60	$4,688.25
22	$1,964.13	$2,946.20	$3,928.26	$4,910.33
23	$2,052.96	$3,079.44	$4,105.92	$5,132.40
24	$2,141.79	$3,212.69	$4,283.58	$5,354.48
25	$2,230.62	$3,345.93	$4,461.24	$5,576.55

Per Month	
Recycling fee	$0.50
Litter Abatement Fee	$1.00

Exhibit L

Sanitation Fees

Outside City Limits - Sanitation Fees

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	$27.68			
0.5	$55.36			
0.75	$83.04			
1	$110.72			
Commercial				
0.25	$37.02	$55.53	$74.04	$92.55
0.5	$74.04	$111.06	$148.08	$185.10
0.75	$111.06	$166.59	$222.12	$277.65
1	$148.05	$222.08	$296.10	$370.13
2	$281.30	$421.94	$562.59	$703.24
3	$414.54	$621.81	$829.08	$1,036.35
4	$547.79	$821.68	$1,095.57	$1,369.46
5	$681.03	$1,021.55	$1,362.06	$1,702.58
6	$814.28	$1,221.41	$1,628.55	$2,035.69
7	$947.52	$1,421.28	$1,895.04	$2,368.80
8	$1,080.77	$1,621.15	$2,161.53	$2,701.91
9	$1,214.01	$1,821.02	$2,428.02	$3,035.03
10	$1,347.26	$2,020.88	$2,694.51	$3,368.14
11	$1,480.50	$2,220.75	$2,961.00	$3,701.25
12	$1,613.75	$2,420.62	$3,227.49	$4,034.36
13	$1,746.99	$2,620.49	$3,493.98	$4,367.48
14	$1,880.24	$2,820.35	$3,760.47	$4,700.59
15	$2,013.48	$3,020.22	$4,026.96	$5,033.70
16	$2,446.73	$3,220.09	$4,293.45	$5,366.81
17	$2,279.97	$3,419.96	$4,559.94	$5,699.93
18	$2,413.22	$3,619.82	$4,826.43	$6,033.04
19	$2,546.46	$3,819.69	$5,092.92	$6,366.15
20	$2,679.71	$4,019.56	$5,359.41	$6,699.26
21	$2,812.96	$4,219.43	$5,625.90	$7,032.38
22	$2,946.20	$4,419.29	$5,892.39	$7,365.49
23	$3,079.44	$4,619.16	$6,158.88	$7,698.60
24	$3,212.69	$4,819.03	$6,425.37	$8,031.71
25	$3,345.93	$5,018.90	$6,691.86	$8,364.83

Exhibit L

Sanitation Fees

Open Top/Compactor Fees	
One-time set up fee (Delivery fee)	$33.15 + Tax
Daily Rental	$6.63 + Tax
Haul Charge	$165.81 + Tax
	$34.93 per ton
Per Ton Disposal Fee (Landfill Charge)	

Removal of Garbage by Other Entity	
Garbage Hauler's Permit	$500.00

Landfill- Dumping and Unloading Charges	
Landfill Access Fee-	$25.00
Unlimited Landfill Access Fee-year	$500.00
Minimum Fee under 1 Ton	$17.46
Per ton Disposal Fee	$34.93
Materials not contained	$15.00
Pull off Fee	$75.00
Special Waste/Minor or TDH permit	
Special Waste Fee- Per Ton	$69.86
Minimum Fee under 1 Ton	$34.92

(1) Pursuant to Section 8-6-24 (A), Code of Ordinances, all Landfill Charges referenced in this Subsectioin (A) shall increase by two percent on February 1, 2017, and each February 1 thereafter, Unless otherwise modified by the City Council.

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	$0.70
Air carrier fees (per 1000 pounds of gross landing weight)	$0.70
Public Aircraft parking – locally based aircraft (month)	$25.00
Public Aircraft parking – transient aircraft (day)	$1.50
Customer Facility Charge - vehicle rentals	$3.00
Public Parking – CI (Covered)	
0-30 minutes	Free
31-60 minutes	$3.00
Every additional hour	$2.00
Maximum per 24-hour period	$15.00
Public Parking – P1 & P3 (Close-In)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$12.00
Public Parking – P2 &P4 (Economy)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$9.00
Public Parking – C2 (Remote Covered)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$11.00
Public Parking – P5 (Remote Economy)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$7.00
Ground Transportation Permits -per month, per vehicle	
Taxicab	$25.00
Buses	$25.00
Courtesy vehicles for off-aiport hotel	$25.00
Courtesy vehicles for off-aiport car rental (plus 10% airport revenue)	$25.00
Courtesy vehicles for off-aiport parking lot (plus 10% airport revenue)	$25.00
Employee Parking	

Exhibit M

Airport

	Fee
Annual Employee Parking media (prorated monthly)	$40.00

Special assessments

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least $12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.

2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional $25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
Grande Stadium - Football/Soccer Field-Events	
Schools that are Members of the Texas Association of Private and Parochial Schools	$500.00
Up to 3A Schools	$500.00
4A and 5A	$1,500.00
Per 5000+ attendees after	$500.00
Security Bank Ballpark - Baseball Field	
Baseball Events-Flat Rate	$500.00
Grande Stadium - Stadium Rental	
Non-profits Deposit	$500.00
Non-profits Daily Rate	$1,000.00
Commercial Deposit	$1,000.00
Commercial Daily Rate vs. 1.5% of gross gate receipts	$1,500.00
SSC - Parking Lot Rental	
Multiple Day Events- Deposit	$1,000.00
Multiple Day Events- Daily Rate	$1,000.00
Light Use- Single Day- Deposit	$500.00
Light Use- Single Day- Daily Rate	$500.00
SSC - Auxiliary Fields	
Field Per Hour	$50.00
Lights Per Hour	$25.00
Deposit	$100.00
Auxiliary Fields - Tournament Fee Per Game (Includes Lights)	
Game	$30.00
Depost/Clean Up Fee (per day per field. Half deposit is refundable is field is left in good condition)	$250.00
Field Alteration (per field)	$75.00

Exhibit O

Miscellaneous

	Fee
Court Fees	
Municipal Court Building Security Fee	$3.00
Municipal Court Technology Fee	$4.00
Municipal Court Copy Fee	$1.00 per page
Business Regulations	
Closing out sale license fees - 30 days	$100.00
Closing out sale license fees - 60 days	$125.00
Closing out sale license fees - 90 days	$150.00
Peddler license	$4.00
Mobile Home/Travel Trailer Park App Fee	$10.00
Mobile Home/Travel Trailer Park License	$25 plus $1 ea.space
Mobile Home Mini Park location app	$10.00
Mobile Home Mini Park revised site plan	$10.00
City Chauffeur's license app fee	$25.00
Airport Cabstand Permit fee (per month)	$25.00
Special police officer license fee (individual)	$10.00
Special police officer license fee (firm)	$50.00
Carnival operator's license	$50.00
Carnival employee's license	$6.00
Side walk sale application fee	$4.00
Police Regulations	
Ambulance Services- Basic Life Support	$650 + $10 per mile
Ambulance Services- Advanced Life Support	$750 + $10 per mile
Ambulance Services- Advanced Level II	$850 + $10 per mile
Ambulance Waiting Charge	$200 per hour
Ambulance Service- Outside Midland County	$100.00
Food Truck Fire Inspection	$50 per inspection annually
Alarm Permit Application Fee-Commercial	$25.00
Alarm Permit Application Fee-Residential	$20.00
Alarm Permit Renewal Fee -Commercial	$20.00
Alarm Permit Renewal Fee - Residential	$15.00
Alarm Permit Service fee	$50.00
Franchises	
Telecomm Carrier on public ROW Reg. Fee-	$25.00
Franchise application and review fee	$500.00
Franchise renewal application and review fee	$500.00

City Council Meeting

Item Number: 46

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **RESOLUTION GRANTING VARIANCES FOR FIVE OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; AND APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 204 FEET SOUTH OF WEST INTERSTATE 20 SERVICE ROAD AND BETWEEN 415 FEET AND 495 FEET EAST OF SOUTH COUNTY ROAD 1220 EXTENSION) (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

Resolution approving the issuance of permits Endeavor Energy Resources, L.P. for the drilling of the following oil and gas wells: Interstate 5-32 Unit 2 #173; Interstate 5-32 Unit 2 #174; Interstate 5-32 Unit 2 #182; Interstate 5-32 Unit 2 #183; and Interstate 5-32 Unit 2 #281; said wells being generally located 204 feet south of West I-20 Service Road and between 415 feet and 495 feet east of South County Road 1220 extension. The required 30-day public comment has passed, and the Council may consider this request. One notices of objection received for each well from same residence.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed these well sites in detail and recommends approval with the attention to lighting be directed and update of Exhibit I. Will be using a closed loop system instead of reserve pits. A sound study has been completed and a 900' long and 24' high sound wall will be used during drilling and completions operation. Additionally, Endeavor has offered an industry standard per diem to the affected homeowners for alternative accommodations during drilling and completion operations. Endeavor has a has a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Endeavor Energy Resources is requesting the following variances:

1. Requesting a variance to a residence or commercial structure within 500 feet.
Interstate 5-32 Unit 2 #173- Variance of 386 feet.
Interstate 5-32 Unit 2 #174- Variance of 398 feet.
Interstate 5-32 Unit 2 #182- Variance of 371 feet.
Interstate 5-32 Unit 2 #183- Variance of 357 feet.
Interstate 5-32 Unit 2 #281- Variance of 344 feet.
2. Requesting a variance to have a perimeter fence around the well pad instead of individual wellheads.
3. Requesting a variance to the hours of operation for fracture stimulations and to allow for fracing and completions operations to occur during a 24-hour period.
4. Requesting a variance to the landscaping and irrigation due to wells will be placed on undeveloped land that does not currently have access to City Water.
5. Requesting a variance to remove drill cuttings from the surface location to be transported off site and processed in accordance with Railroad Commission regulations.

Attachments: Applications, Location map, Exhibit - Drill site map 500', Drill site map 860', Exhibit – Flow Line Location/Sound wall.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION GRANTING VARIANCES FOR FIVE OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; AND APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 204 FEET SOUTH OF WEST INTERSTATE 20 SERVICE ROAD AND BETWEEN 415 FEET AND 495 FEET EAST OF SOUTH COUNTY ROAD 1220 EXTENSION)

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations,"Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, pursuant to Section 6-1-23(H)(2)(a) of the City Code of Midland, Texas, Operator has requested variances in order to allow said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on September 28, 2021; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds and determines that granting permits to Operator to drill oil and gas wells on the property described in Section Two hereof will not present a health or safety risk; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland, and variances are hereby granted for oil and gas wells to be located on the property described in Section Two hereof by allowing said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure subject to the conditions of the permits authorized in Section Two.

SECTION TWO. That the Mayor is hereby authorized and directed to execute

permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

Interstate 5-32 Unit 2 #173; Interstate 5-32 Unit 2 #174; Interstate 5-32 Unit 2 #182; Interstate 5-32 Unit 2 #183; and Interstate 5-32 Unit 2 #281;

located in Section 8, Block 39, T-2-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "E" and incorporated herein for all legal purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 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:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #173 oil and gas well shall be 167 feet from the north line and 1,732 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shell be no closer than 386 feet of an occupied residence or commercial structure.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. Twenty-four hour hydraulic fracturing and completion operations are permitted.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #174 oil and gas well shall be 166 feet from the north line and 1,392 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shell be no closer than 398 feet of an occupied residence or commercial structure.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. Twenty-four hour hydraulic fracturing and completion operations are permitted.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #182 oil and gas well shall be 166 feet from the north line and 1,352 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shell be no closer than 371 feet of an occupied residence or commercial structure.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. Twenty-four hour hydraulic fracturing and completion operations are permitted.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #183 oil and gas well shall be 166 feet from the north line and 1,332 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shell be no closer than 357 feet of an occupied residence or commercial structure.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. Twenty-four hour hydraulic fracturing and completion operations are permitted.
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Ryan Burrow

Production Foreman

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The location of Operator's Interstate 5-32 Unit 2 #281 oil and gas well shall be 166 feet from the north line and 1,312 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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1. The well shell be no closer than 344 feet of an occupied residence or commercial structure.
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date July 29, 2021	**Operator Name (must match W-1)** Endeavor Energy Resources, L.P.	**Operator Address** 110 N. Marienfeld, Suite 200 Midland, TX 79701
Representative Name	**Representative Address (within Midland City Limits)**	**Rep. Tele.** (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	**Rep. Fax** (432)-682-3088
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1): Option B

Option B: Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Ryan Burrow, Production Foreman for Endeavor Energy Resources, L.P.: Cell: 432-813-3060
Endeavor Energy Resources, L.P. -**24-Hour Emergency Hotline- 432-570-0186**
Midland Police Department: 911 or 432-685-7110
Midland Fire Department: 911
Ambulance: 911
Paramedics: 911

Other Permitted Wells in City ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): ***ATTACHED AS EXHIBIT C***

ATTACHED AS EXHIBIT C –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location): Open Pasture, Commercial and Residential

ATTACHED AS EXHIBIT D **are the most** ***Current Tax Cards from Midland Central Appraisal District,*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/plat/satellite/aerial photo)*** **depicting all residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Interstate 5-32 Unit 2 #173

ATTACHED AS EXHIBIT G is **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**

Legal Description of Proposed Well Site:

Surface Hole Location: 166' FNL 1372' FWL, Section 8, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Plat and Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K **is the location agreement letter with current Surface Owner. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $75,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the written Concept Plan and Site Plan. [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** Electricity Oncor: 1-888-313-6862

(2) **Operations:** Electricity Oncor: 1-888-313-6862

Description of water source to be used during Drilling: Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

Description of all electric lines to production facilities (reference exhibits as necessary)
ATTACHED AS EXHIBIT G. **[See § L(10)]**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)
ATTACHED AS EXHIBIT O. **[See § J(35)]**

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V **is Applicant's Summary List of Variances**

ATTACHED AS EXHIBIT W **is Acoustic Impact Study and Noise Mitigation Plan**

CERTIFICATION OF APPLICATION

I, **Alex Bedford,** Reservoir Engineer for Endeavor Energy Resources, L.P., hereby certify that the information contained in this application is true and correct.

Alex Bedford

Reservoir Engineer

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 27th day of July 2021, by Alex Bedford, Reservoir Engineer, ENDEAVOR ENERGY RESOURCES, L.P., a Texas limited partnership.

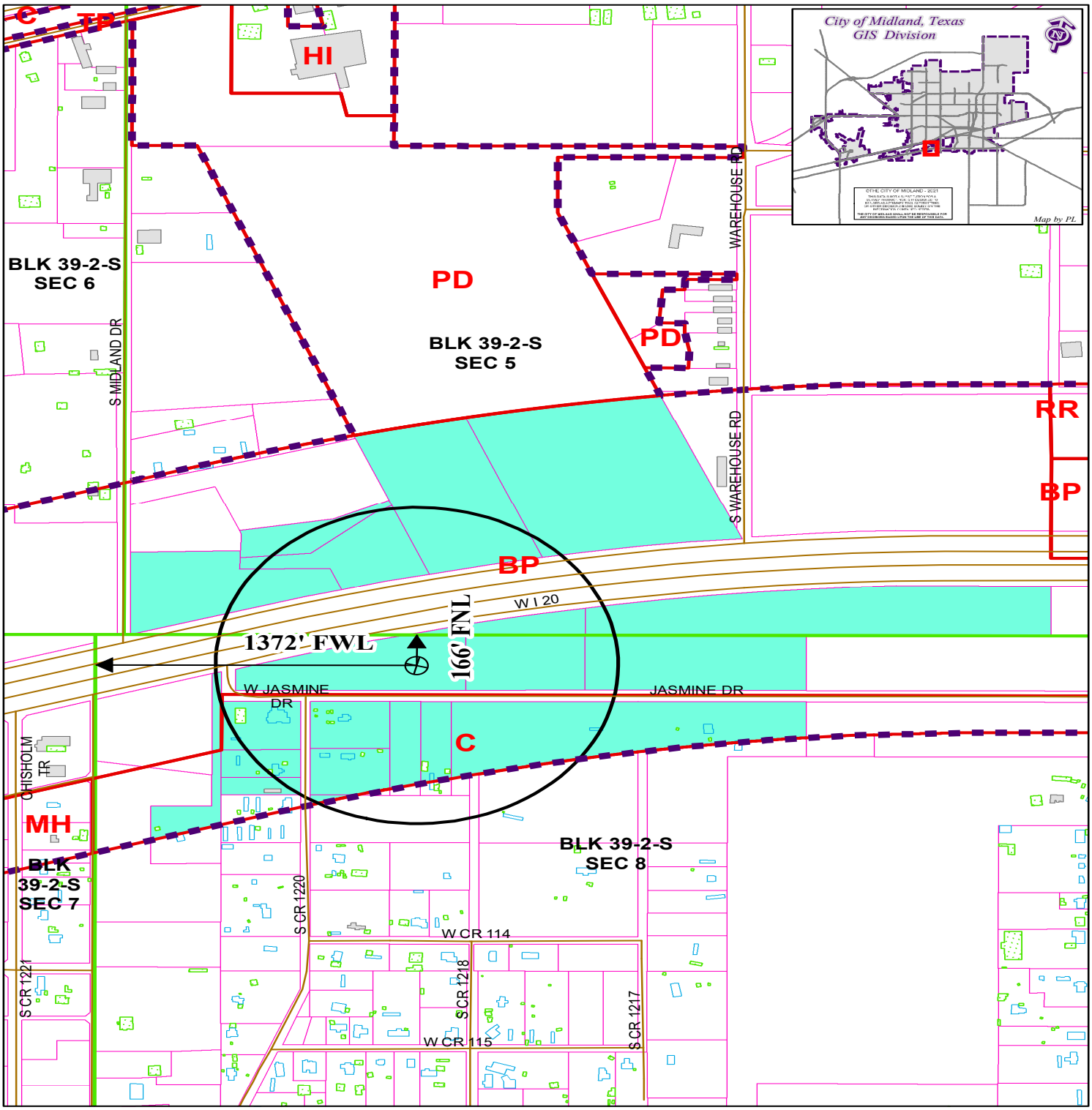
BARBARA TEAGUE
Notary Public, State of Texas
Notary ID 879241-6
My Commission Exp. 07-02-2024

Barbara Teague

Notary Public

Notary's Name (printed): Barbara Teague

My Commission Expires: 7-2-2024



LOCATION AND ZONING MAP

Oil - 036944 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 166' FNL and 1,372' FWL, Section 8, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 204 feet south of West I-20 Service Road and 475 feet east of South County Road 1220 extension.

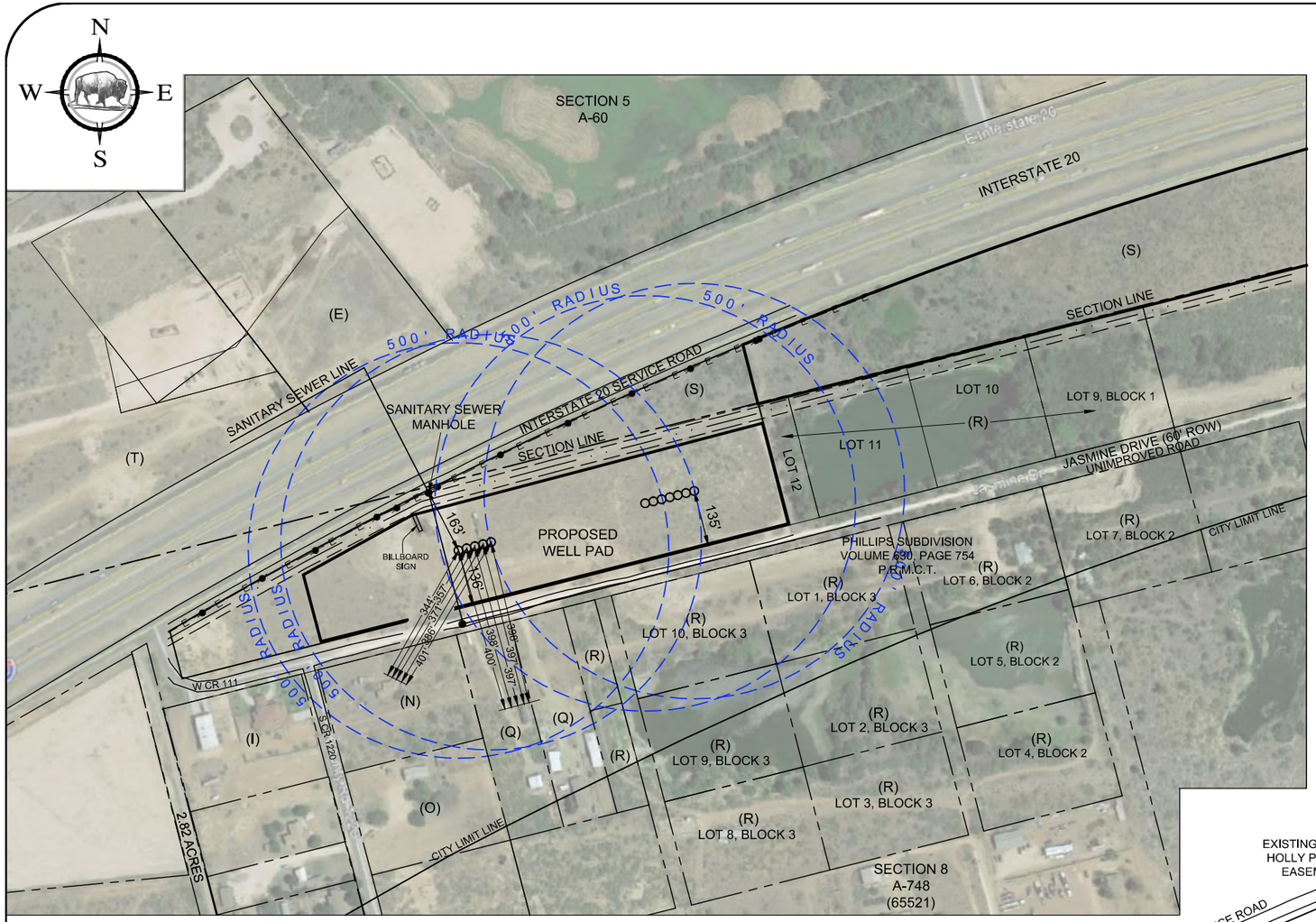
Interstate 5-32 Unit 2 #173

LEGEND

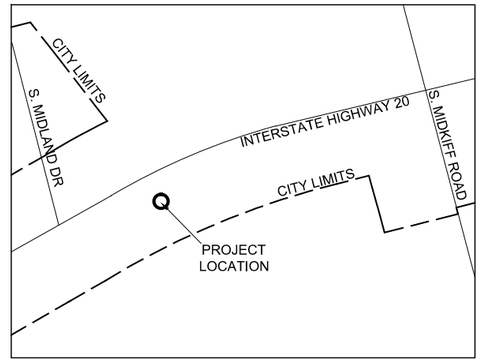
CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
SE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



SITE PLAN
1" = 300'



VICINITY MAP
NOT TO SCALE

OWNERSHIP STRUCTURES WITHIN 500' RADIUS OF WELL HEADS
(N) CALLED LOT 10, BLOCK 5 CORPORATE PLACEMENT SOLUTIONS CORP DOC. NO. 2021-2835 D.R.M.C.T.
(Q) CALLED LOT 2, BLOCK 1 LAN R. POWERS

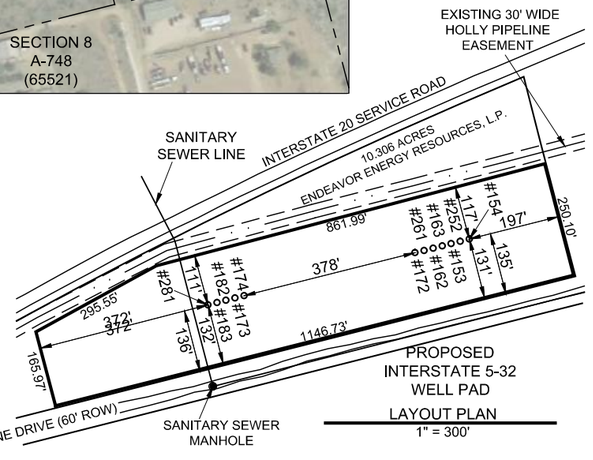
COORDINATES		
COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83		
INTERSTATE 5-32 #281 (SHL) NORTHING: 10681102.3 EASTING: 1742654.4	CENTER OF INTERSTATE 5-32 WELL PAD NORTHING: 10681143.0 EASTING: 1742852.4	INTERSTATE 5-32 #154 (SHL) NORTHING: 10681245.1 EASTING: 1743214.9

SCALE: 1" = 300'

300 150 0 300 600

GRAPHIC SCALE

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR



PROPOSED INTERSTATE 5-32 WELL PAD
LAYOUT PLAN
1" = 300'

DRIVING DIRECTIONS:

FROM THE INTERSECTION OF INTERSTATE 20 AND WEST LOOP 250 IN MIDLAND TRAVEL (EAST) ON THE SOUTH I-20 ACCESS ROAD FOR 1.64 MILES TO SITE ON RIGHT (SOUTH) AT APPROXIMATELY 200 FEET.

BISON CREEK LAND SERVICES, LLC

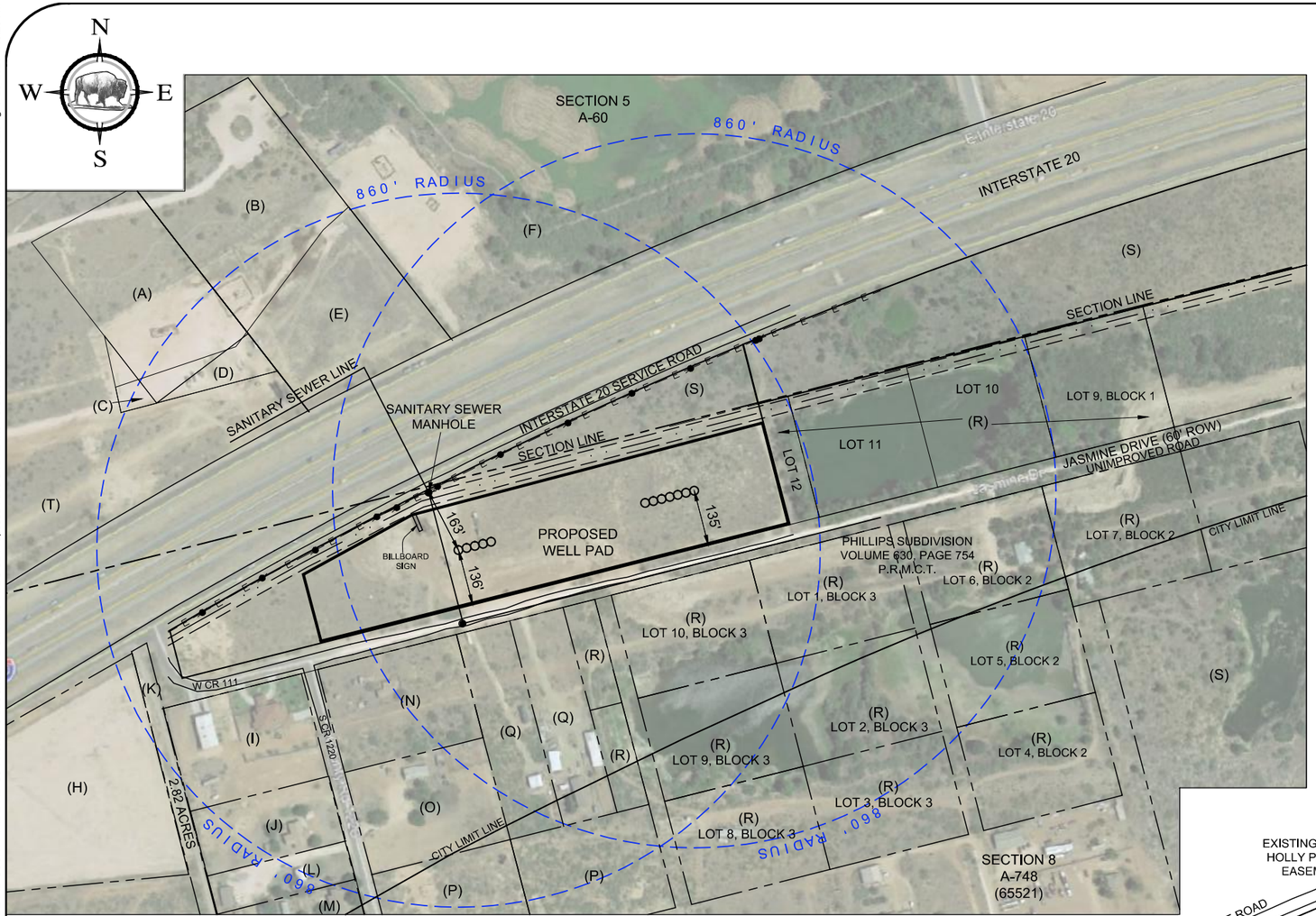
BISON CREEK
LAND SERVICES, LLC
WWW.BISON-CREEK.COM
COPYRIGHT 2021
FIRM LICENSE NO. 10193880
PHONE: (903) 873 - 3600

SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
(INTERSTATE 5-32)
PROPOSED WELL PAD
SITUATED IN THE
CITY OF MIDLAND, SECTION 8, BLOCK 39, T-2-S, T & P RR CO.
SURVEY, ABSTRACT NO. 748, MIDLAND COUNTY, TEXAS.

REVISED 7-13-21 MOVED WELLS 16' NORTH.
REVISED 5-13-21 UPDATED WELLS AND RADIUS CIRCLES.
SCALE: 1"= 300' DATE: 02/24/21
DRAWN BY: CR
APPROVED: JPK
FIELD CREW: DC
PROJECT NO. 16-02490-INTERSTATE 5-32 WELL PAD
BISON CREEK LAND SERVICES, LLC 24443 I-20. BLDG. 9. WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600

SHEET
1
OF 1

PACKET
46.32
November 16, 2021



SITE PLAN
1" = 300'

COORDINATES		
COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83		
INTERSTATE 5-32 #281 (SHL) NORTHING: 10681102.3 EASTING: 1742654.4	CENTER OF INTERSTATE 5-32 WELL PAD NORTHING: 10681143.0 EASTING: 1742852.4	INTERSTATE 5-32 #154 (SHL) NORTHING: 10681245.1 EASTING: 1743214.9

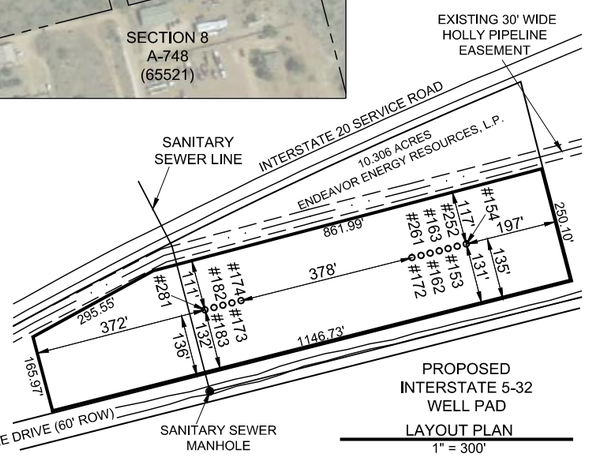
SCALE: 1" = 300'

300 150 0 300 600

GRAPHIC SCALE

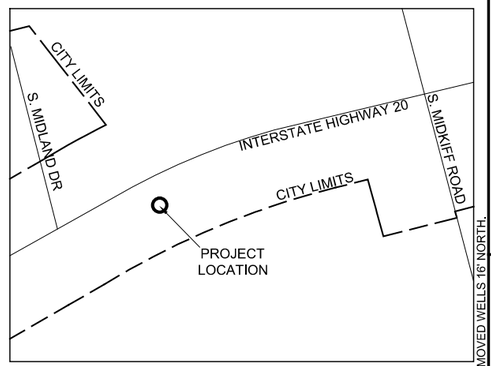
STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

(A) "TRACT FOUR (4)" CALLED 2.95 ACRES I-20 WILDLIFE PRESERVE AND JENNA WELCH NATURE STUDY CENTER, INC. VOLUME 2009, PAGE 7907 D.R.M.C.T.	(J) CALLED 2.00 ACRES MARTIN S. DOMINGUEZ DOC. NO. 2014-19619 D.R.M.C.T.
(B) "TRACT ONE (1)" CALLED 6.51 ACRES THE CITY OF MIDLAND, TEXAS, A TEXAS HOME RULE MUNICIPAL CORPORATION VOLUME 2011, PAGE 12022 D.R.M.C.T.	(K) CALLED 2.82 ACRES JAMES T. PERRY INSTRUMENT NO. 2018-18653 D.R.M.C.T.
(C) "TRACT FIVE (5)" CALLED 0.19 ACRES I-20 WILDLIFE PRESERVE AND JENNA WELCH NATURE STUDY CENTER, INC. VOLUME 2009, PAGE 7907 D.R.M.C.T.	(L) SOUTH 95' OF 2 ACRES SILVIA S. OLIVAS DOC. NO. 2010-18200 D.R.M.C.T.
(D) "TRACT SIX (6)" CALLED .36 ACRES I-20 WILDLIFE PRESERVE AND JENNA WELCH NATURE STUDY CENTER, INC. VOLUME 2009, PAGE 7907 D.R.M.C.T.	(M) CALLED 1.00 ACRES MARIO AGUIRRE VOLUME 2944, PAGE 477 D.R.M.C.T.
(E) "TRACT TWO (2)" CALLED 3.485 ACRES THE CITY OF MIDLAND, TEXAS, A TEXAS HOME RULE MUNICIPAL CORPORATION VOLUME 2011, PAGE 12022 D.R.M.C.T.	(N) CALLED LOT 10, BLOCK 5 CORPORATE PLACEMENT SOLUTIONS CORP DOC. NO. 2021-2835 D.R.M.C.T.
(F) CALLED 84.01 ACRES THE CITY OF MIDLAND VOLUME 2011, PAGE 2021 D.R.M.C.T.	(O) CALLED LOT 9, BLOCK 5 JESUS V. ZUBIA VOLUME 2383, PAGE 574 D.R.M.C.T.
(H) CALLED 5.00 ACRES CHRIS MCINTOSH VOLUME 2018, PAGE 1862 D.R.M.C.T.	(P) CALLED 2.00 ACRES AUTRY C. STEPHENS VOLUME 1391, PAGE 593 D.R.M.C.T.
(I) (REMAINDER) CALLED 4.001 ACRES MARTIN SILVA DOMINGUEZ VOLUME 2884, PAGE 803 D.R.M.C.T.	(Q) CALLED LOT 2, BLOCK 1 LAN R. POWERS
	(R) TRES LAGOS, LLC DOC.NO. 2021-6509 D.R.M.C.T.
	(S) ENDEAVOR ENERGY RESOURCES, L.P.
	(T) CALLED 20.64 ACRES DAVID HOFF AND WIFE, RUTH HOFF VOLUME 912, PAGE 680 D.R.M.C.T.



PROPOSED
INTERSTATE 5-32
WELL PAD

LAYOUT PLAN
1" = 300'



VICINITY MAP
NOT TO SCALE

DRIVING DIRECTIONS:

FROM THE INTERSECTION OF INTERSTATE 20 AND WEST LOOP 250 IN MIDLAND TRAVEL (EAST) ON THE SOUTH I-20 ACCESS ROAD FOR 1.64 MILES TO SITE ON RIGHT (SOUTH) AT APPROXIMATELY 200 FEET.

BISON CREEK LAND SERVICES, LLC

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PHONE: (903) 873 - 3600

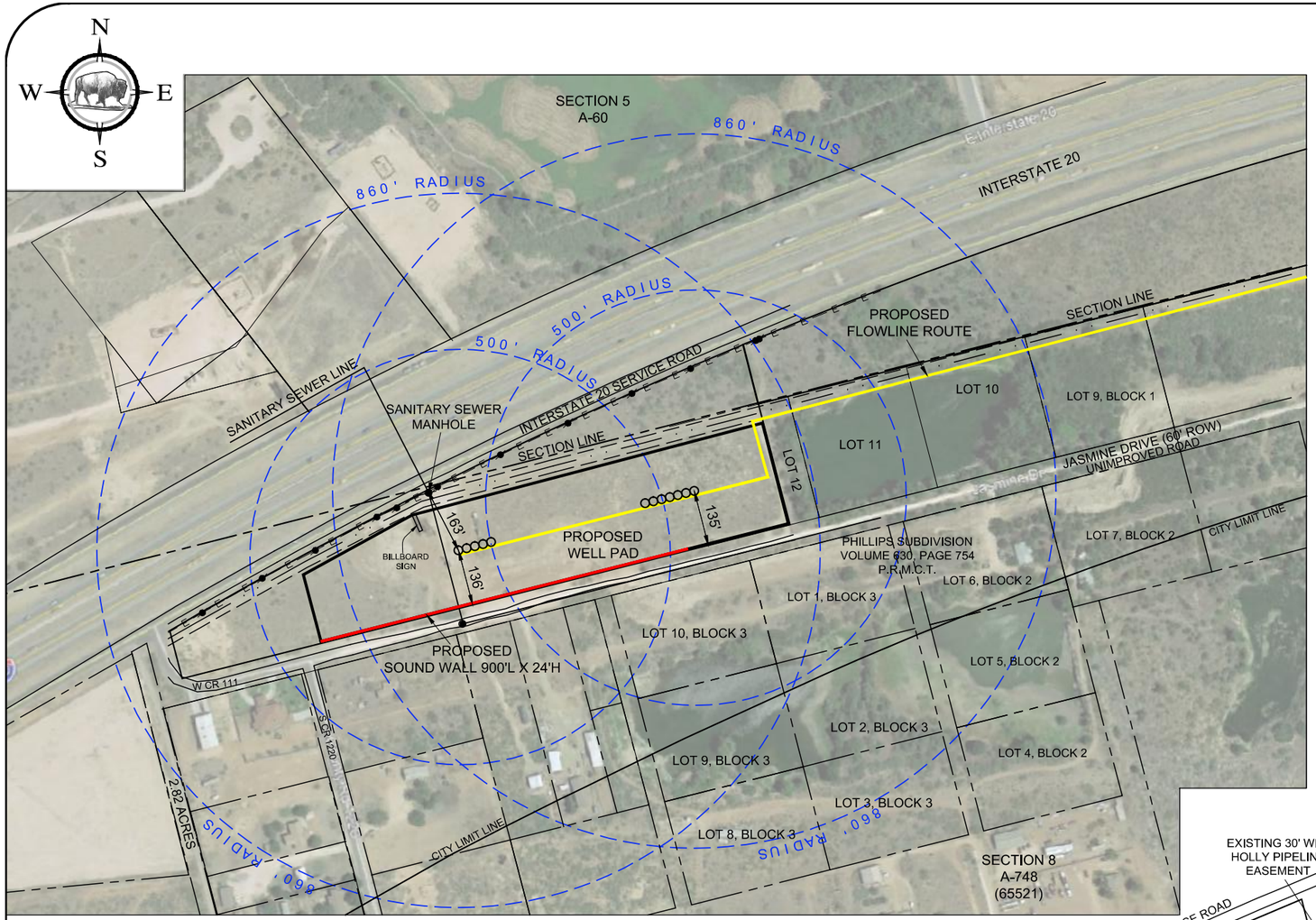
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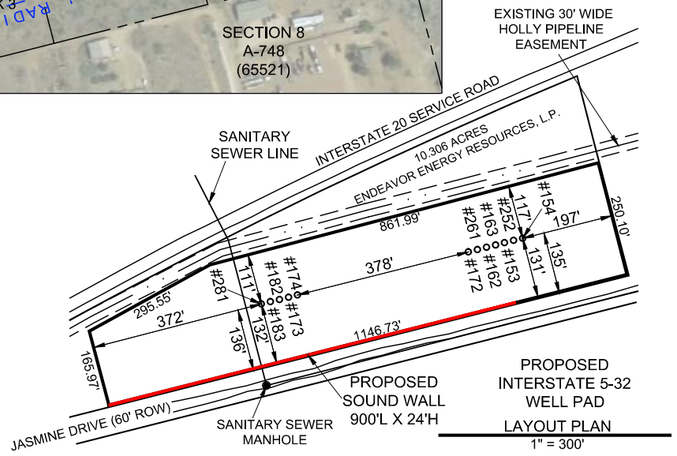
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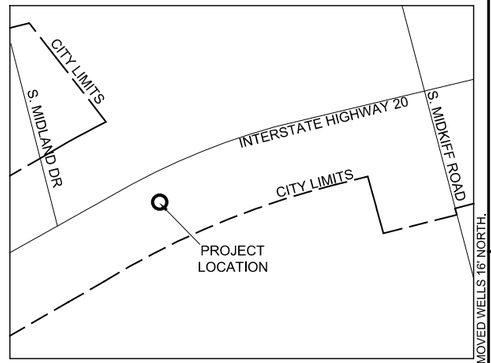
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1" = 300'

COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83

WELL NAME	NAD 83 GRID: COORDINATE	NAD 83 GRID: GEODETIC
INTERSTATE 5-32 UNIT 2 #154	X:1743214.8 Y:10681245.1	N:31°57'37.809" W:102°07'03.262"
INTERSTATE 5-32 UNIT 2 #252	X:1743195.4 Y:10681240.2	N:31°57'37.758" W:102°07'03.487"
INTERSTATE 5-32 UNIT 2 #153	X:1743176.1 Y:10681235.3	N:31°57'37.706" W:102°07'03.711"
INTERSTATE 5-32 UNIT 2 #163	X:1743156.8 Y:10681230.4	N:31°57'37.654" W:102°07'03.933"
INTERSTATE 5-32 UNIT 2 #162	X:1743137.4 Y:10681225.4	N:31°57'37.602" W:102°07'04.158"
INTERSTATE 5-32 UNIT 2 #261	X:1743117.9 Y:10681220.4	N:31°57'37.549" W:102°07'04.382"
INTERSTATE 5-32 UNIT 2 #172	X:1743098.5 Y:10681215.5	N:31°57'37.498" W:102°07'04.607"
INTERSTATE 5-32 UNIT 2 #174	X:1742732.0 Y:10681122.1	N:31°57'36.515" W:102°07'08.843"
INTERSTATE 5-32 UNIT 2 #173	X:1742712.7 Y:10681117.2	N:31°57'36.464" W:102°07'09.067"
INTERSTATE 5-32 UNIT 2 #182	X:1742693.3 Y:10681112.2	N:31°57'36.411" W:102°07'09.291"
INTERSTATE 5-32 UNIT 2 #183	X:1742674.0 Y:10681107.2	N:31°57'36.359" W:102°07'09.514"
INTERSTATE 5-32 UNIT 2 #281	X:1742654.4 Y:10681102.3	N:31°57'36.307" W:102°07'09.739"



PROPOSED
INTERSTATE 5-32
WELL PAD
LAYOUT PLAN
1" = 300'



VICINITY MAP
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STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL
LAND SURVEYOR

SCALE: 1" = 300'
300 150 0 300 600
GRAPHIC SCALE

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SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
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BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT, TEXAS 75169

SHEET
1
OF 1

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date July 29, 2021	**Operator Name (must match W-1)** Endeavor Energy Resources, L.P.	**Operator Address** 110 N. Marienfeld, Suite 200 Midland, TX 79701
Representative Name	**Representative Address (within Midland City Limits)**	**Rep. Tele.** (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	**Rep. Fax** (432)-682-3088
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1): Option B

Option B: Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Ryan Burrow, Production Foreman for Endeavor Energy Resources, L.P.: Cell: 432-813-3060
Endeavor Energy Resources, L.P. -**24-Hour Emergency Hotline- 432-570-0186**
Midland Police Department: 911 or 432-685-7110
Midland Fire Department: 911
Ambulance: 911
Paramedics: 911

Other Permitted Wells in City ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): ***ATTACHED AS EXHIBIT C***

ATTACHED AS EXHIBIT C –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location): Open Pasture, Commercial and Residential

ATTACHED AS EXHIBIT D **are the most** ***Current Tax Cards from Midland Central Appraisal District,*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/plat/satellite/aerial photo)*** **depicting all residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Interstate 5-32 Unit 2 #174

ATTACHED AS EXHIBIT G is **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**

Legal Description of Proposed Well Site:

Surface Hole Location: 166' FNL 1392' FWL, Section 8, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Plat and Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K **is the location agreement letter with current Surface Owner. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $75,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the written Concept Plan and Site Plan. [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** Electricity Oncor: 1-888-313-6862

(2) **Operations:** Electricity Oncor: 1-888-313-6862

Description of water source to be used during Drilling: Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

Description of all electric lines to production facilities (reference exhibits as necessary)
ATTACHED AS EXHIBIT G. **[See § L(10)]**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)
ATTACHED AS EXHIBIT O. **[See § J(35)]**

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V **is Applicant's Summary List of Variances**

ATTACHED AS EXHIBIT W **is Acoustic Impact Study and Noise Mitigation Plan**

CERTIFICATION OF APPLICATION

I, **Alex Bedford**, Reservoir Engineer for Endeavor Energy Resources, L.P., hereby certify that the information contained in this application is true and correct.

Alex Bedford

Reservoir Engineer

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

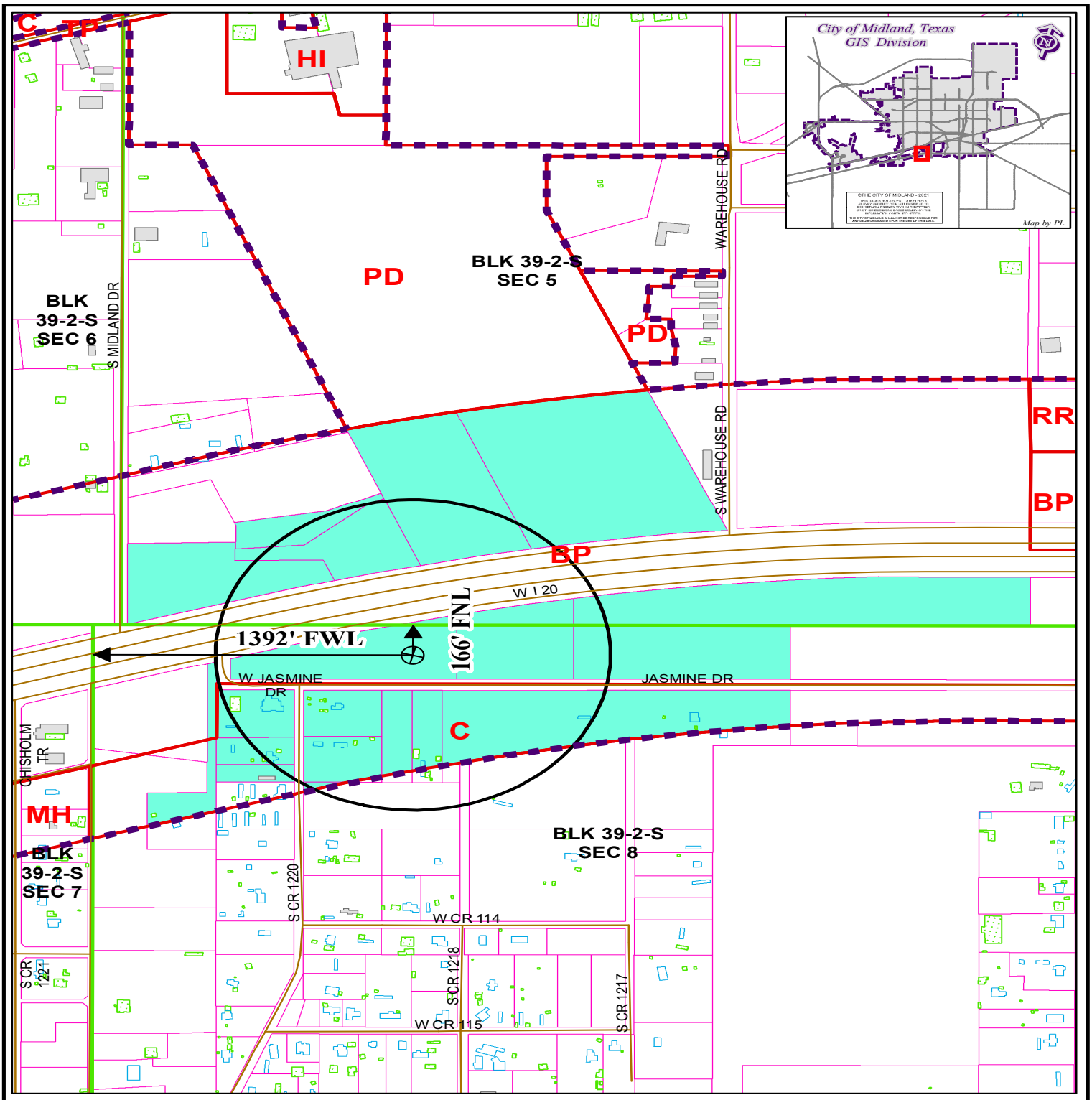
This instrument was acknowledged before me on the 27th day of July 2021, by Alex Bedford, Reservoir Engineer, ENDEAVOR ENERGY RESOURCES, L.P., a Texas limited partnership.

BARBARA TEAGUE
Notary Public, State of Texas
Notary ID 879241-6
My Commission Exp. 07-02-2024

Notary Public

Notary's Name (printed): BARBARA TEAGUE

My Commission Expires: 7-2-2024



LOCATION AND ZONING MAP

Oil - 036942 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 166' FNL and 1,392' FWL, Section 8, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 204 feet south of West I-20 Service Road and 495 feet east of South County Road 1220 extension.

Interstate 5-32 Unit 2 #174

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
SE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
[illegible], 1F3	ONE-FAMILY DWELLING	[illegible]	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

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Alex Bedford

Reservoir Engineer

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

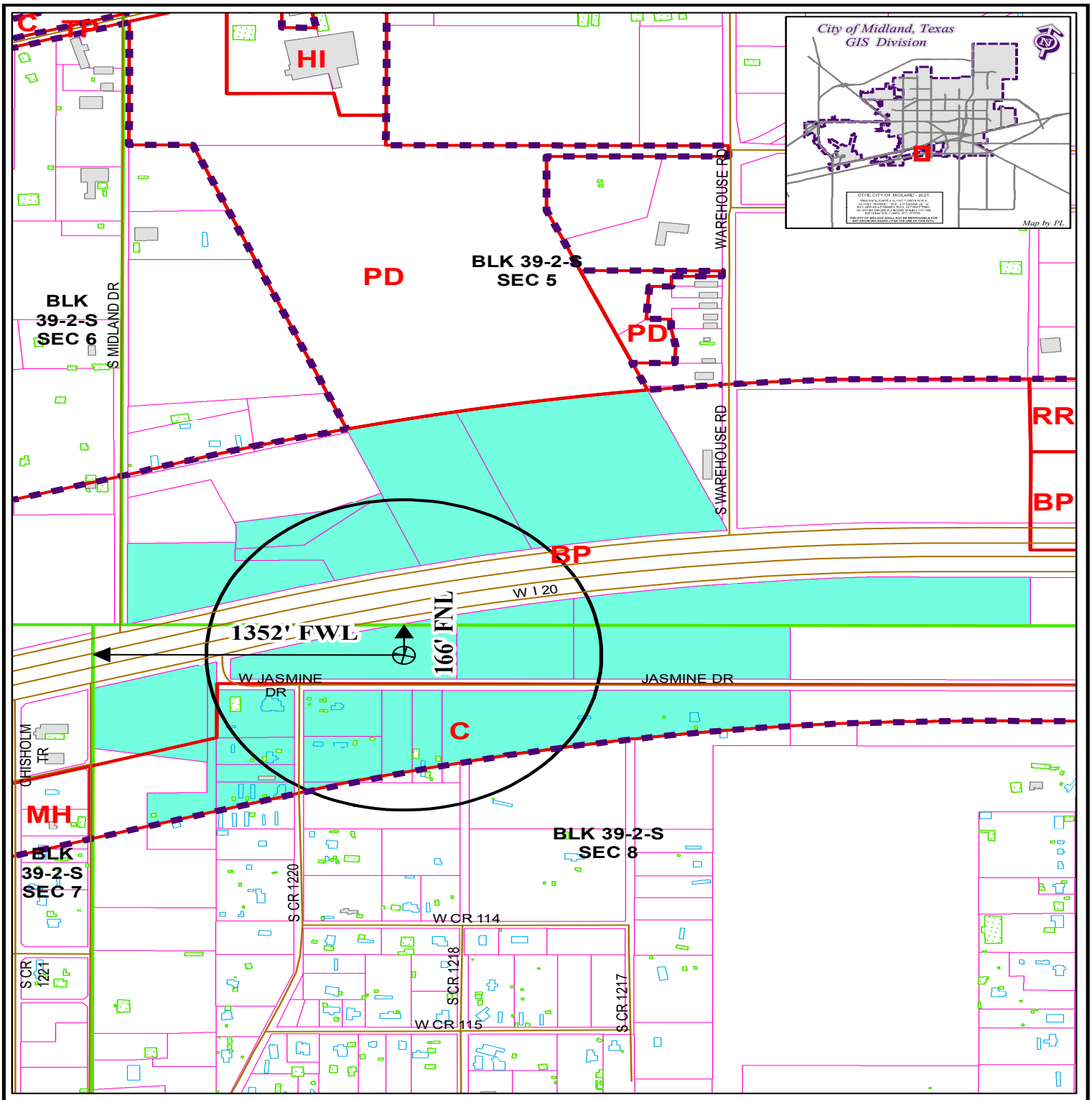
This instrument was acknowledged before me on the 27th day of July 2021, by Alex Bedford, Reservoir Engineer, ENDEAVOR ENERGY RESOURCES, L.P., a Texas limited partnership.

BARBARA TEAGUE
Notary Public, State of Texas
Notary ID 879241-6
My Commission Exp. 07-02-2024

Notary Public

Notary's Name (printed): BARBARA TEAGUE

My Commission Expires: 7-2-2024



LOCATION AND ZONING MAP

Oil - 036941 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 166' FNL and 1,352' FWL, Section 8, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 204 feet south of West I-20 Service Road and 455 feet east of South County Road 1220 extension.

Interstate 5-32 Unit 2 #182

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date July 29, 2021	**Operator Name (must match W-1)** Endeavor Energy Resources, L.P.	**Operator Address** 110 N. Marienfeld, Suite 200 Midland, TX 79701
Representative Name	**Representative Address (within Midland City Limits)**	**Rep. Tele.** (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	**Rep. Fax** (432)-682-3088
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1): Option B

Option B: Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Ryan Burrow, Production Foreman for Endeavor Energy Resources, L.P.: Cell: 432-813-3060
Endeavor Energy Resources, L.P. -**24-Hour Emergency Hotline- 432-570-0186**
Midland Police Department: 911 or 432-685-7110
Midland Fire Department: 911
Ambulance: 911
Paramedics: 911

Other Permitted Wells in City ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): ***ATTACHED AS EXHIBIT C***

ATTACHED AS EXHIBIT C –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location): Open Pasture, Commercial and Residential

ATTACHED AS EXHIBIT D **are the most** ***Current Tax Cards from Midland Central Appraisal District,*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/plat/satellite/aerial photo)*** **depicting all residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Interstate 5-32 Unit 2 #183

ATTACHED AS EXHIBIT G is **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**

Legal Description of Proposed Well Site:

Surface Hole Location: 166' FNL 1332' FWL, Section 8, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Plat and Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K **is the location agreement letter with current Surface Owner. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $75,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the written Concept Plan and Site Plan. [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** Electricity Oncor: 1-888-313-6862

(2) **Operations:** Electricity Oncor: 1-888-313-6862

Description of water source to be used during Drilling: Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

Description of all electric lines to production facilities (reference exhibits as necessary)
ATTACHED AS EXHIBIT G. **[See § L(10)]**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)
ATTACHED AS EXHIBIT O. **[See § J(35)]**

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

ATTACHED AS EXHIBIT V is Applicant's Summary List of Variances

ATTACHED AS EXHIBIT W is Acoustic Impact Study and Noise Mitigation Plan

CERTIFICATION OF APPLICATION

I, **Alex Bedford**, Reservoir Engineer for Endeavor Energy Resources, L.P., hereby certify that the information contained in this application is true and correct.

Alex Bedford

Reservoir Engineer

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

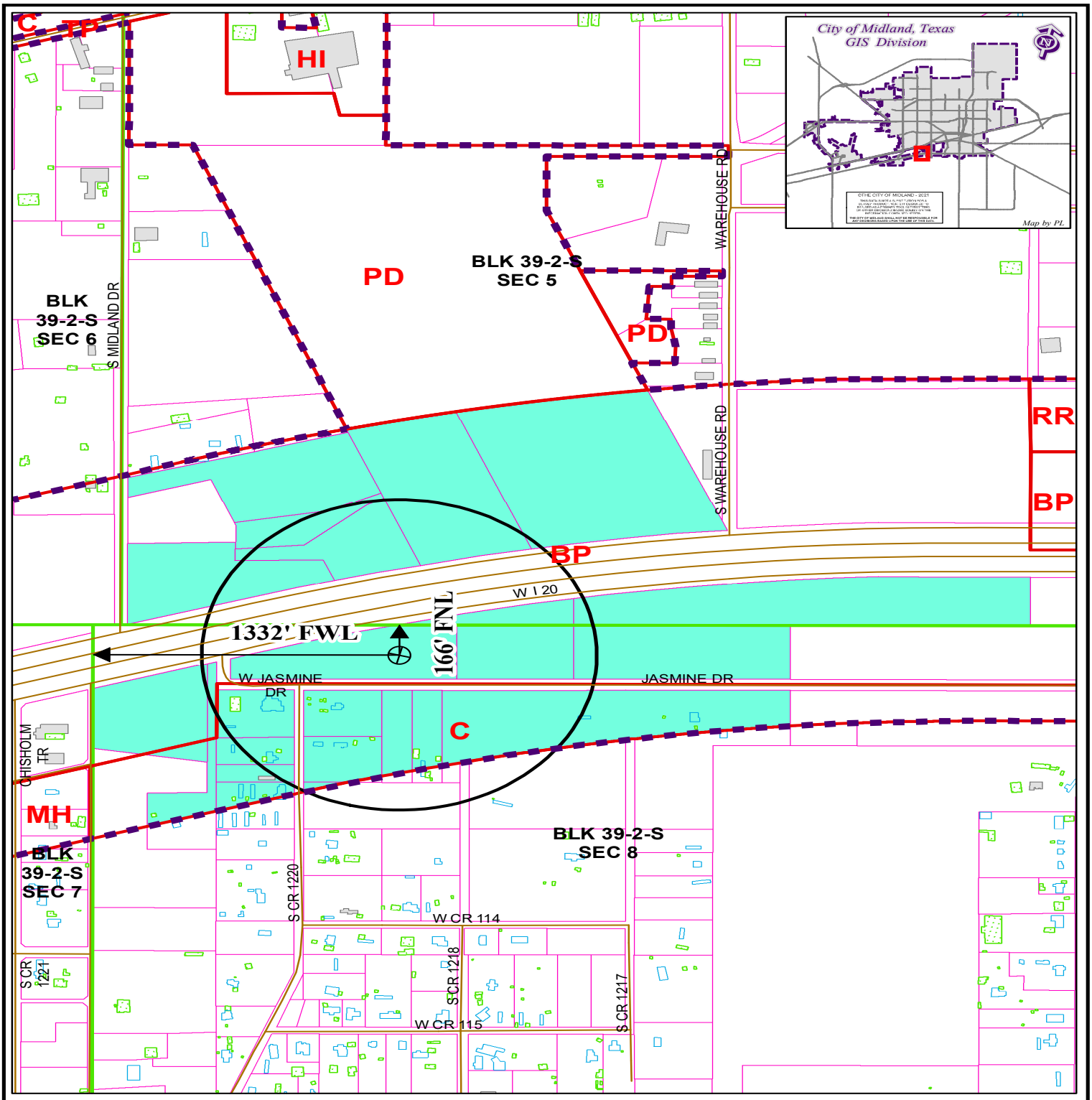
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Notary Public, State of Texas
Notary ID 879241-6
My Commission Exp. 07-02-2024

Notary Public

Notary's Name (printed): BARBARA TEAGUE

My Commission Expires: 7-2-2024



LOCATION AND ZONING MAP

Oil - 036940 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 166' FNL and 1,332' FWL, Section 8, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 204 feet south of West I-20 Service Road and 435 feet east of South County Road 1220 extension.

Interstate 5-32 Unit 2 #183

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

CASE NO. DIL-D310935-2021

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date July 29, 2021	**Operator Name (must match W-1)** Endeavor Energy Resources, L.P.	**Operator Address** 110 N. Marienfeld, Suite 200 Midland, TX 79701
Representative Name	**Representative Address (within Midland City Limits)**	**Rep. Tele.** (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	**Rep. Fax** (432)-682-3088
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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Office: (432) 262-4271
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IV. Well & Operations Information

Proposed Well Name: Interstate 5-32 Unit 2 #281

ATTACHED AS EXHIBIT G is **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**

Legal Description of Proposed Well Site:

Surface Hole Location: 166' FNL 1312' FWL, Section 8, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

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Alex Bedford

Reservoir Engineer

STATE OF TEXAS §

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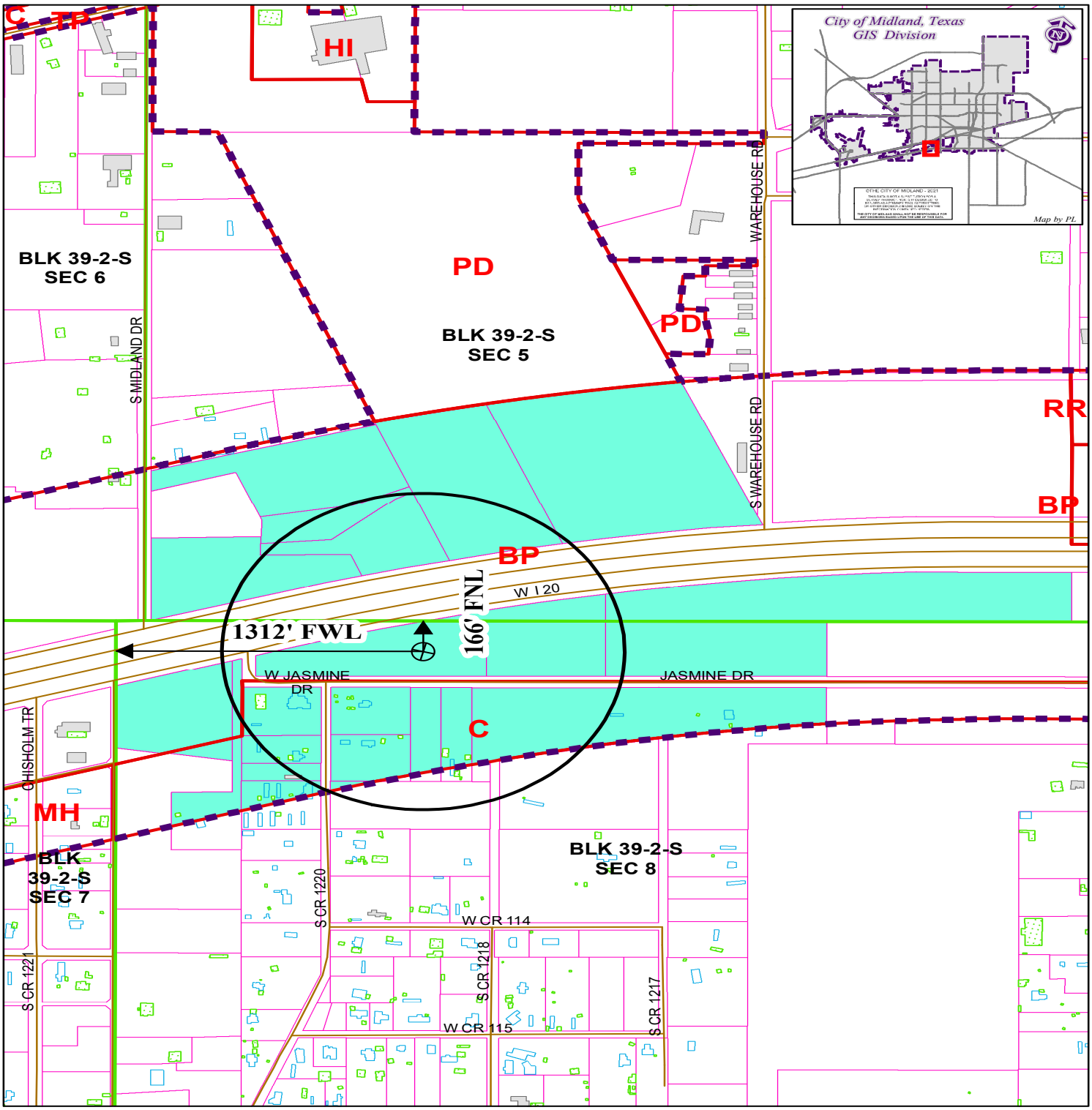
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Notary Public, State of Texas
Notary ID 879241-6
My Commission Exp. 07-02-2024

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Notary's Name (printed): BARBARA TEAGUE

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LOCATION AND ZONING MAP

Oil - 036935 - 2021 **Scale: 1" = 600'**

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Interstate 5-32 Unit 2 #281

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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PD	PLANNED DISTRICT	P	PARKING
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CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #173 oil and gas well shall be 167 feet from the north line and 1,732 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shell be no closer than 386 feet of an occupied residence or commercial structure.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. Twenty-four hour hydraulic fracturing and completion operations are permitted.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

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This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #174 oil and gas well shall be 166 feet from the north line and 1,392 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shell be no closer than 398 feet of an occupied residence or commercial structure.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. Twenty-four hour hydraulic fracturing and completion operations are permitted.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #182 oil and gas well shall be 166 feet from the north line and 1,352 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

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NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shell be no closer than 371 feet of an occupied residence or commercial structure.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. Twenty-four hour hydraulic fracturing and completion operations are permitted.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

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This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #183 oil and gas well shall be 166 feet from the north line and 1,332 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

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NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shell be no closer than 357 feet of an occupied residence or commercial structure.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. Twenty-four hour hydraulic fracturing and completion operations are permitted.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Endeavor Energy Resources, L.P. ("Operator") dated July 29, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Interstate 5-32 Unit 2 #281 oil and gas well shall be 166 feet from the north line and 1,312 feet from the west line, Section 8, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shell be no closer than 344 feet of an occupied residence or commercial structure.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. Twenty-four hour hydraulic fracturing and completion operations are permitted.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Endeavor Energy Resources, L.P.

By: _____

Ryan Burrow

Production Foreman

City Council Agenda

MEETING DATE: November 16, 2021

TO: CITY COUNCIL/CITY MANAGER

FROM: Ron Jenkins, Oil & Gas Coordinator

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN OIL AND GAS LEASE TO MIDLAND-PETRO D.C. PARTNERS, LLC COVERING THE CITY-OWNED MINERALS LOCATED IN PORTIONS OF SECTIONS 14, 15, 22, 23, AND 26, ALL OUT OF BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AS MORE PARTICULARLY DESCRIBED IN SAID OIL AND GAS LEASE (SAID ACREAGE INCLUDING ACREAGE LOCATED AT MIDLAND AIRPARK AIRPORT AND ADJACENT CITY-OWNED TRACTS OF LAND AND BEING GENERALLY LOCATED SOUTH OF EAST LOOP 250 NORTH, EAST OF NORTH GARFIELD STREET, NORTH OF ILLINOIS AVENUE, AND WEST OF NORTH LAMESA ROAD), SAID LEASE TO REQUIRE COMPLIANCE WITH ALL APPLICABLE ORDINANCES, LAWS, RULES AND REGULATIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE A SURFACE USE AGREEMENT PROVIDING FOR DRILLING AND PRODUCTION OPERATIONS LOCATED ON TWO TRACTS OF LAND TOTALING APPROXIMATELY 607 ACRES OUT OF SECTIONS 14 AND 15, BOTH IN BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AS MORE PARTICULARLY DESCRIBED IN SAID SURFACE USE AGREEMENT; AND CONSENTING TO MIDLAND-PETRO D.C. PARTNERS, LLC'S ASSIGNMENT OF OPERATORSHIP OF SAID OIL AND GAS LEASE TO PERMIAN DEEP ROCK OIL COMPANY, LLC (DISTRICT:3) (DEVELOPMENT SERVICES)**

Purpose:

Consider a resolution approving an oil and gas lease and surface use agreement, as listed prior.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Funding is not required at this time.

Discussion:

Description of Land:

Approximately 337.08 surface acres in Section 15, Block 39, T-1-S, T&P R.R. Co. Survey, Midland County, Texas;

Approximately 114.37 surface acres in Section 14, Block 39, T-1-S, T&P R.R. Co. Survey, Midland County, Texas;

Approximately 68.61 surface acres in Section 22, Block 39, T-1-S, T&P R.R. Co. Survey, Midland County, Texas;

Approximately 9.11 surface acres in Section 23, Block 39, T-1-S, T&P R.R. Co. Survey, Midland County, Texas; and

Approximately 6.74 surface acres in Section 26, Block 39, T-1-S, T&P R.R. Co. Survey, Midland County, Texas.

Midland Petro D.C. Partners, LLC has proposed a bonus of $12,500.00 per net mineral acre owned by the City of Midland, totaling $9,293,250.00. Breakdown:

Section 15	537.21 net acres	X $12,500.00	= $6,715,125.00
Section 14	103.80 net acres	X $12,500.00	= $1,297,500.00
Section 22	85.26 net acres	X $12,500.00	= $1,065,750.00
Section 23	10.45 net acres	X $12,500.00	= $ 130,625.00
Section 26	6.74 net acres	X $12,500.00	= $ 84,250.00
Total	743.46 net acres	X $12,500.00	= $9,293,250.00

A Surface Use Agreement will allow drill sites on the surface of this city owned property, but no tank battery facilities. The surface agreement would be for the area near the Citizens Collection Station using 16.87 acres. Lessee agrees that it will comply in all its operations with all applicable ordinances, including, without limitation, the City of Midland Oil and Gas Drilling requirements as applied under current Ordinance 8769, as codified in the City of Midland Municipal Code Section 6-1-23. Agreement highlights include: $750,000.00 payment to reconstruct Veterans Airpark; landscaping; use of quiet frac fleet system; closed loop mud system- no reserve pit; 24 ft. sound walls all sides; temporary access to well sites off Big Spring; safety control when moving in drilling rig and equipment; and payment of 1 million in relocation of the Citizens Collection Center within 5 years.

Attachments: Exhibit- Oil & Lease Agreement; Exhibit – Surface Use Agreement; Exhibit-Location map.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN OIL AND GAS LEASE TO MIDLAND-PETRO D.C. PARTNERS, LLC COVERING THE CITY-OWNED MINERALS LOCATED IN PORTIONS OF SECTIONS 14, 15, 22, 23, AND 26, ALL OUT OF BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AS MORE PARTICULARLY DESCRIBED IN SAID OIL AND GAS LEASE (SAID ACREAGE INCLUDING ACREAGE LOCATED AT MIDLAND AIRPARK AIRPORT AND ADJACENT CITY-OWNED TRACTS OF LAND AND BEING GENERALLY LOCATED SOUTH OF EAST LOOP 250 NORTH, EAST OF NORTH GARFIELD STREET, NORTH OF ILLINOIS AVENUE, AND WEST OF NORTH LAMESA ROAD), SAID LEASE TO REQUIRE COMPLIANCE WITH ALL APPLICABLE ORDINANCES, LAWS, RULES AND REGULATIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE A SURFACE USE AGREEMENT PROVIDING FOR DRILLING AND PRODUCTION OPERATIONS LOCATED ON TWO TRACTS OF LAND TOTALING APPROXIMATELY 607 ACRES OUT OF SECTIONS 14 AND 15, BOTH IN BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AS MORE PARTICULARLY DESCRIBED IN SAID SURFACE USE AGREEMENT; AND CONSENTING TO MIDLAND-PETRO D.C. PARTNERS, LLC'S ASSIGNMENT OF OPERATORSHIP OF SAID OIL AND GAS LEASE TO PERMIAN DEEP ROCK OIL COMPANY, LLC

WHEREAS, the City Manager advertised a request for proposals for the lease of City-owned minerals located in the tract of land described in the caption hereof (the "Minerals"); and

WHEREAS, Proposal No. 01-18 was opened on April 17, 2018, with proposals having been submitted by two firms; and

WHEREAS, after reviewing the proposals, the staff recommends that the City execute an oil and gas lease to Midland-Petro D.C. Partners, LLC covering the Minerals and a related surface use agreement; and

WHEREAS, the City Council adopts the recommendation of the staff and finds it to be in the public interest to authorize the City Manager to execute, on behalf of the City of Midland, an oil and gas lease to Midland-Petro D.C. Partners, LLC covering the Minerals, said lease to require compliance with all applicable ordinances, laws, rules and

regulations of each governmental, municipal and regulatory authority having jurisdiction over operations associated with said lease; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to execute, on behalf of the City of Midland, a surface use agreement with Midland-Petro D.C. Partners, LLC; and

WHEREAS, Midland-Petro D. C. Partners, LLC desires to assign operatorship of the above-referenced lease of the Minerals to Permian Deep Rock Oil Company, LLC and has requested the consent of the City of Midland to such assignment for purposes of both the lease of the Minerals and the above-referenced surface use agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That subject to Section Four hereof, the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, an oil and gas lease to Midland-Petro D.C. Partners, LLC covering the Minerals, said lease to require compliance with all applicable ordinances, laws, rules and regulations of each governmental, municipal and regulatory authority having jurisdiction over operations associated with said lease. Said oil and gas lease shall be in a form substantially similar to Exhibit "A", which is attached hereto and incorporated herein for all purposes. Minor alterations to the descriptions of the subject property shall not prevent the oil and gas lease from being considered substantially similar to Exhibit "A".

SECTION TWO. That subject to Section Four hereof, the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, a surface use agreement with Midland-Petro D.C. Partners, LLC. Said surface use agreement shall be in a form substantially similar to Exhibit "B", which is attached hereto and incorporated herein for all purposes. Minor alterations to the descriptions of the subject property shall not prevent the surface use agreement from being considered substantially similar to Exhibit "B".

SECTION THREE. That subject to Section Four hereof, the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland,

any other agreements or documents necessary or appropriate to effect said lease and production of the Minerals.

SECTION FOUR. That the authority granted to the City Manager to execute the aforementioned lease, surface use agreement and other agreements and documents is conditioned upon the City receiving all necessary approvals from the Federal Aviation Administration.

SECTION FIVE. That the City Manager is hereby authorized and directed to ensure that the lease and all agreements and documents executed in accordance with this resolution are placed on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION SIX. That the City of Midland hereby consents to the assignment of operatorship of the above-referenced lease of the Minerals to Permian Deep Rock Oil Company, LLC for purposes of both the lease of the Minerals and the above-referenced surface use agreement. Such consent is not and shall not be deemed to be any consent to any subsequent assignment of operatorship or of any other interest in the above-referenced lease of the Minerals or in the above-referenced surface use agreement to any other person or entity.

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

_____
Ron Jenkins, Oil & Gas Coordinator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A" TO RESOLUTION

OIL AND GAS LEASE

THIS AGREEMENT IS EFFECTIVE the _____ day of _____, 2021, between the City of Midland, Texas, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: City Manager, hereinafter called "Lessor", and Midland-Petro D. C. Partners, LLC, whose address is PO Box 2071, Midland, TX 79702, hereinafter called "Lessee".

1. Lessor in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration, subject to the provisions of paragraph 28 herein, receipt of which is hereby acknowledged, for the royalties herein provided and the covenants, agreements and obligations hereinafter set forth and contained, hereby grants, leases and lets unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas. The land covered hereby (herein "said land", "Leased Premises" or "Premises"), is located in the county of Midland, State of Texas, and is described as shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

For the purpose of determining the amount of any bonus initially paid hereunder said land shall be deemed to contain 743.46 net acres, whether actually containing more or less. In the event it is subsequently determined that said land includes more than 743.46 net acres, then for purposes of determining the amount of any bonus, royalty or other payment hereunder said land shall be deemed to contain such actual number of net acres.

Lessor expressly reserves all minerals other than oil and gas. Notwithstanding anything to the contrary contained herein, in the event Lessor owns any surface rights in said land, Lessor expressly reserves all such surface rights, it being expressly understood and agreed that if Lessor owns any surface rights in said land, Lessee shall have no right to use the surface of said land, even insofar as such use might be reasonable and necessary to the enjoyment of the oil and gas leasehold estate conveyed hereby or as might be reasonable and necessary to its enjoyment of any mineral interests covering all or part of said land, save and except to the extent any surface rights are expressly granted to Lessee by separate surface use agreement entered into between Lessor and Lessee or by separate written consent of Lessor acting by and through the City Manager or other authorized designee.

2. Subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil and/or gas is produced in paying quantities from said land. "Paying quantities" as used in this lease shall mean the interest in production of oil and gas acquired by Lessee herein after the deduction of (1) royalties provided for herein, and (2) all of the non-cost-bearing leasehold burdens of whatever nature owned by third parties which were created by Lessee, its heirs, successors and permitted assigns, sufficient to yield a return in excess of operating expenses. "Operating expenses" for purposes hereof shall mean expenses of operation including reasonable overhead expenses, and exclusive of drilling, completing, casing repair and equipping expenses. All of the foregoing shall be calculated based upon the six (6) calendar months immediately preceding the date of such calculation.

3. When production of oil and/or gas is secured during the term of this lease, Lessee covenants and agrees to pay or cause to be paid to Lessor, at its address shown above, the following royalties which are hereby reserved and retained by Lessor:

(a) Oil. Royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment as hereinafter provided, shall be one-fourth (1/4) of that produced and saved from said land, with Lessee agreeing that in no event shall the proceeds of production received by Lessor be less than one-fourth (1/4) of the actual proceeds of production received by Lessee, or any affiliate of Lessee, for its share of the oil produced from said land.

(b) Gas. Royalty on any gas which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (a) above produced from any well on said land (except as provided herein with respect to gas processed in a plant where there is extraction of gasoline, liquid hydrocarbons or other products) shall be one-fourth (1/4) of that produced and saved from said land, with Lessee agreeing that in no event shall the proceeds of production received by Lessor be less than one-fourth (1/4) of the actual proceeds of production received by Lessee, or any affiliate of Lessee, for its share of the gas produced from said land.

(c) Other Products. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead", "dry" or any other gas, by fractioning, burning or any other processing shall be one-fourth (1/4) of that produced and saved from said land, with Lessee agreeing that in no event shall the proceeds of production received by Lessor be less than one-fourth (1/4) of the actual proceeds of production received by Lessee, or any affiliate of Lessee, for its share of such products produced and saved from said land.

4. If Lessee enters into a gas purchase contract which contains what is commonly referred to as a "take or pay provision" (such provision meaning that the gas purchaser agrees to take delivery of a specified minimum volume or quantity of gas over a specified term at a specified price or to make minimum periodic payments to producer for gas not taken by the purchaser) and the purchaser under such gas purchase contract makes payments to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to one-fourth (1/4) of all such sums paid to Lessee or producer under the "pay" provisions of such gas purchase contract. Said royalty payments shall be due and owing to Lessor within sixty (60) days after receipt of such payments by Lessee. Any royalty payments made to Lessor under the "pay" obligation of any "take or pay" gas purchase contract shall be applied as a credit towards Lessee's royalty obligation. If the gas

purchaser makes up such gas within the period called for in the gas purchase contract, and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such make-up gas. If Lessee is not producing gas in paying quantities from the Leased Premises but is receiving payments under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this lease, but such "take or pay" royalty payments shall be applied as a credit against any shut-in royalty obligation of the Lessee. Lessor shall be a third party beneficiary of any gas purchase contract and/or transportation agreement entered into between Lessee and any purchase and/or transporter or pipeline company of Lessor's gas, irrespectively of any provision of said contracts to the contrary. Further, Lessor shall be entitled to one-fourth (1/4) of the value of any benefits obtained by or granted to Lessee from any gas purchaser and/or transporter from the amendment, modification, extension, alteration, consolidation, transfer, translation or settlement of any gas purchase contract and/or transportation agreement.

5. Notwithstanding anything contained in paragraph 3 or elsewhere in this lease to the contrary, Lessor at any time on sixty (60) days prior notice in writing to Lessee, may require that payment of all or any part of the royalties accrued to Lessor under this lease on oil, gas or any product be made in kind effective as of the first day of the calendar month next following the expiration of said sixty (60) day period or if payment of any such royalties are then being made to Lessor in kind, require that such in kind payment cease and that payment of such royalties thereafter be made as provided in paragraph 3 of this lease. In the event Lessor elects to take in kind, Lessee shall make all its leasehold and pipeline facilities available for Lessor's use with reasonable charge therefor but not to include any charges for capitalized costs or depreciation.

6. Notwithstanding any provisions of paragraph 3 herein to the contrary, if gas or gas-condensate and/or other liquefiable hydrocarbon should be discovered on said land in paying quantities, and after the expiration of the primary term or in the event that this lease is not maintained in effect by any other provision, and such substance or substances are not being sold or used for lack of a suitable market, Lessee may pay as royalty (called "shut-in royalty") the sum of Two Thousand and no/100 Dollars ($2,000.00) per well that traverses the actual Leased Premises, without proportionate reduction, each year commencing on or before ninety (90) days after the well is shut-in or this lease ceases to be maintained in effect pursuant to any other provision, whichever is later, and annually thereafter. Said payment may be mailed to Lessor at its address stated herein on or before said due date. If shut-in royalty is paid, the well or wells for which such payment is made shall be considered for all purposes of this lease to be producing gas in paying quantities; provided that the term of this lease may not be extended after the expiration of the primary term solely by the payment of shut-in royalty for any single period exceeding two (2) consecutive years.

7. Within one hundred twenty (120) days following the date of first sale of oil and/or gas produced from the Leased Premises, all royalties from such production due Lessor by virtue of this lease shall be paid to Lessor or its agent, successors and/or assigns, and such royalties shall be paid on a monthly basis thereafter. If said initial payment is not so made, this lease shall be subject to termination by Lessor by notice in writing to Lessee as described below. From and after the date the initial payment is made all further payments of oil royalty shall be made within thirty (30) days following the last day of the month during which production occurred and with respect to gas within sixty (60) days following the last day of the month during which gas production occurred. In the event such initial or further payments are not so made, Lessor shall have the right to terminate this lease by furnishing a written notice to Lessee and such termination shall be effective sixty (60) days from the date such notice is mailed. Termination of this lease, however, shall not take effect if payment is received by Lessor within sixty (60) days after Lessee's receipt of said notice or Lessee has given written notice of reasonable basis for such non-payment and all undisputed royalties then due are paid within said sixty (60) days. Any royalties provided for in this lease which are suspended or not paid to Lessor within the time period specified therefor shall accrue interest, at the highest lawful rate per annum from due date until paid. Acceptance by Lessor of royalties which are past due shall not act as a waiver of its rights to receive or recover any and all interest due thereon under the provisions hereof.

As security for the payment of the royalties hereunder, Lessee agrees by acceptance hereof that Lessor shall have a first lien and security interest upon the leasehold estate created hereby, the personal property and equipment thereon and the proceeds of production accruing to both Lessor and Lessee and that this lease shall be sufficient as a security agreement and financing statement in all respects.

8. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land. At such time as this lease or a portion thereof has terminated and Lessor makes a demand for such a release, Lessee shall promptly execute and deliver such release to Lessor, failing in which Lessee shall be liable at the rate of One Hundred and No/100 Dollars ($100.00) per day after the thirtieth (30^{th}) day following receipt of Lessor's request, until such release is delivered to Lessor. Failure to deliver a release as provided herein shall entitle Lessor to file a Notice of Termination in the real property records of Midland County designating those parts of the Leased Premises as to which the lease has terminated.

9. Subject to the provisions of paragraph 10 hereof, if after the expiration of the primary term the production of oil or gas should cease from any cause, this lease shall remain in force as long as additional drilling or reworking operations are conducted upon said land with no cessation of more than sixty (60) consecutive days in a good faith effort to discover and produce oil and/or gas and so long thereafter as oil or gas is produced in paying quantities.

10. Notwithstanding anything herein contained to the contrary, at the end of the primary term this lease shall terminate unless Lessee has secured production or is then conducting drilling and/or completion operations on the Leased Premises or on lands pooled together therewith under the terms of this lease or otherwise combined

together therewith under the terms of an agreement executed by both Lessor and Lessee; then, in either event, this lease shall remain in force and effect for one hundred twenty (120) days from the later of the expiration of the primary term or the completion of the last well commenced prior to the expiration of the primary term, then for so long thereafter as Lessee is engaged in continuous drilling operations on said lands with not more than one hundred twenty (120) days elapsing between the completion or abandonment of one well and the commencement of actual drilling operations on the next well; provided, however, that in the event less than one hundred twenty (120) days elapse between the completion or abandonment of one well and the commencement of actual drilling operations on the next well, Lessee shall be permitted to accumulate any unused portion of the 120 day period and add the unused days to the time for drilling any subsequent well so that the time between wells shall in such event be the sum of 120 days plus the sum of all unused days. Accumulated days between wells shall be carried over and accumulated from well to well until all days provided for and accumulated are finally used or exhausted. For purposes of this paragraph, "completion" shall be defined as the date the drilling rig that drilled the applicable well is released, but in no event more than sixty (60) days after total measured depth is reached in the applicable well. Upon Lessee's failure so to drill, this lease shall terminate except as to the following producing proration units:

(a) Subject to paragraph 12, if Lessee has completed a vertical well on said land or on land pooled with the Leased Premises in accordance with the terms of this lease which is producing, or capable of producing, oil or gas in paying quantities from any portion of the Leased Premises, then this lease shall continue in effect as to a tract of land around each such well designated by Lessee not to exceed the minimum number of acres for a proration or spacing unit under applicable special field rules, or if there are no special field rules in effect, then forty (40) acres (plus 10% tolerance) around each such well;

(b) If Lessee has completed a horizontal well on said land which is producing, or capable of producing, oil or gas in commercial quantities, then this lease shall continue in effect as to a tract of land around each such well designated by Lessee not to exceed the minimum number of acres for a spacing or proration unit for horizontal wells under applicable special field rules, or if there are no special field rules in effect, forty (40) acres around each well, plus so much additional acreage as may be permitted pursuant to Rule 86 of the Texas Railroad Commission rules and regulations, plus a tolerance of 10%, around each such well;

(c) In each case, the acreage around such oil or gas well is to be limited as to depths from the surface of the earth down to one hundred feet (100') below the deepest perforation in any horizontal well then producing in paying quantities in such producing proration unit, and this lease shall terminate as to all depths below one hundred feet (100') below the deepest perforation in any horizontal well then producing in paying quantities in such producing proration unit.

11. Upon the later to occur of (a) five (5) years after the expiration of the primary term, or (b) five (5) years after cessation of continuous drilling operations as provided above, this lease shall further terminate as to all lands within each producing proration unit as to all depths between the surface and one hundred feet (100') above the shallowest perforation in any horizontal well then producing in paying quantities in such producing proration unit.

12. Notwithstanding anything to the contrary contained in this lease, including, without limitation, paragraph 10(a) of this lease, but subject to the temporary cessation of production provisions contained in paragraph 9, if at any time after the cessation of continuous drilling operations under paragraph 10 as to any producing proration unit (a) no horizontal well has been drilled and completed in such producing proration unit or (b) all horizontal wells in such producing proration unit have ceased producing in paying quantities, then this lease shall automatically terminate as to such producing proration unit and as to any and all lands pooled or combined with such producing proration unit and Lessee shall plug and abandon all wells located in such lands in accordance with Texas Railroad Commission rules and regulations. In other words, production only from vertical well(s) shall not perpetuate this lease.

13. After any lease termination under paragraphs 10, 11 or 12 or elsewhere under this lease, Lessee shall promptly execute and deliver to Lessor a recordable release of this lease as to the lands and depths as to which the lease has terminated. If Lessee fails to promptly deliver such release to Lessor, Lessor may make a written request to Lessee for such release, and if Lessee fails to execute and deliver such release to Lessor, Lessee shall be liable to Lessor at the rate of One Hundred and No/100 Dollars ($100.00) per day after the thirtieth (30th) day following receipt of Lessor's request, until such release is delivered to Lessor. Failure to deliver a release as provided herein shall entitle Lessor to file a Notice of Termination in the real property records of Midland County designating those parts of the Leased Premises as to which the lease has terminated. Upon any such partial termination each such producing proration unit shall become a separate lease subject to all the terms and provisions hereof so that production and/or operations from one such producing proration unit shall not constitute production and/or operations on any other such proration unit.

14. After the completion of each well under the terms of this lease, Lessee agrees to notify in writing within thirty (30) days after such completion, the City of Midland, Texas and the Midland Central Appraisal District of the location of such well and to provide any and all information requested by such taxing authorities as to any taxes applicable to or to be assessed with respect to such well and/or the lands from which such well is producing.

15. Except as may otherwise be expressly provided in a separate surface use agreement or other written agreement entered into between Lessor and Lessee, Lessee shall not have the right to use water from said Leased Premises for any operations without the advance written consent of the City Manager. Lessee hereby obligates itself to protect the potable water in, under and on said Leased Premises from contamination from oil and gas operations. When required by the Lessor, Lessee obligates itself to leave all or such part as may be designated by Lessor of the casing in any water well drilled at no expense to Lessor. Any water well permitted to be drilled on

the Leased Premises shall be left in a cased and serviceable condition and shall become the property of Lessor upon completion of the operation for which such well was permitted by Lessor.

Lessee covenants and agrees to exercise due diligence and good oilfield practices to protect fresh water strata or sources of supply underlying the Leased Premises from pollution or contamination, including without limitation, contamination from oil, gas, brine and/or salt water produced from wells situated on lands covered by this lease or lands pooled together therewith under the terms of this lease or otherwise combined together therewith under the terms of an agreement executed by both Lessor and Lessee. Without the advance written consent of the City Manager, Lessee shall not dispose of any salt water or produced water or other fluids of any sort on the Leased Premises. To the extent that Lessee is permitted to dispose of salt water or other water produced from the Leased Premises on the Leased Premises pursuant to written agreement with Lessor acting through its City Manager, Lessee shall pay to Lessor a disposal fee at least equal to market rates for salt water disposal in the field where disposed or such higher fee as Lessor and Lessee may agree, at the same time and in the same manner as provided for the payment of royalties in paragraph 3 of this lease. Lessee shall not under any circumstances accept off-Premises fluids of any type for disposal in any facility located on the Leased Premises without the advance consent of the Midland, Texas City Council.

16. The provisions of this lease shall extend to and bind the heirs, successors and assigns of the parties hereto and shall constitute covenants running with the land hereby leased. In order to assure Lessor that operations hereunder shall be conducted by responsible parties for the mutual benefit of Lessor and Lessee hereunder, Lessee agrees that (i) no assignment, farmout or other transfer of more than twenty-five percent (25%), individually or in the aggregate, of Lessee's rights or interest in the lease, whether voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner, shall be made without the prior written consent of Lessor and (ii) no assignment, farmout, transfer or other transaction that could reasonably require, lead to a vote for, or otherwise result in a change of the operator of this lease, shall be made without the prior written consent of Lessor. Lessor shall be furnished with a complete address and telephone number of any proposed or permitted assignee of this lease in addition to a recorded copy of any and all permitted assignments of this lease which have been properly filed for record, such recorded copy to be delivered to Lessor within thirty (30) days of such permitted assignment. If Lessee fails to secure prior written consent of Lessor to any such assignment, farmout, transfer or transaction, such assignment, farmout, transfer or transaction shall be void. Lessor shall be under no obligation, implied or otherwise, to approve any proposed assignment, farmout, transfer or transaction by Lessee or its permitted successors.

The rights and estate of Lessor may be assigned from time to time in whole or in part. All the covenants, obligations and consideration of this lease shall extend to and be binding upon the parties hereto, their respective heirs, successors and permitted assigns. No change or division of the ownership of said land, royalties or other monies or any part hereof however effected shall increase the obligation or diminish the rights of Lessee, including, but not limited to, the location in drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof to Lessee, its successors or assigns, no change or division of the ownership of said land or of the royalties or other monies or the right to receive the same shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner notice of such change or division supported by either original or duly certified copies of the instruments which have been properly filed for record which evidence such change or division together with any such court records and proceedings, transcripts or other documents as shall be necessary to establish the validity of such division or change. Any assignment or relinquishment shall not relieve the Lessee of any obligations theretofore accrued hereunder, or impair the lien provided for by law and in this lease.

17. **LESSEE HEREBY RELEASES, ACQUITS AND DISCHARGES LESSOR, AND ITS RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM ALL AND ANY ACTIONS AND CAUSES OF ACTION OF EVERY NATURE, OR OTHER HARM, INCLUDING ENVIRONMENTAL HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, INCLUDING, BUT NOT LIMITED TO, ALL LOSSES AND EXPENSES WHICH ARISE OUT OF, ARE INCIDENTAL TO, OR RESULT FROM, THE OPERATIONS OF OR ON BEHALF OF LESSEE ON THE PREMISES, OR THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS LEASE, OR BY ANY ACT OR OMISSION OF LESSEE FOR WHICH LESSEE MAY BE HELD STRICTLY LIABLE. FURTHER, LESSEE HEREBY AGREES TO BE LIABLE FOR, EXONERATE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, ACTIONS PERSONAL INJURY (INCLUDING DEATH), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS AND EXPENSES), INCLUDING THOSE RELATED TO ENVIRONMENTAL HAZARDS ON THE PREMISES OR IN ANY WAY RELATED TO LESSEE'S OPERATIONS OR ANY OTHER OF LESSEE'S ACTIVITIES ON THE PREMISES; THOSE ARISING FROM LESSEE'S USE OF THE SURFACE OF THE PREMISES; AND THOSE THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS LEASE OR ANY OTHER ACT OR OMISSION OF LESSEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, GUESTS OR INVITEES. EACH ASSIGNEE OF THIS LEASE, OR AN INTEREST THEREIN, AGREES TO BE LIABLE FOR, EXONERATE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNFIED PARTIES IN THE SAME MANNER PROVIDED ABOVE IN CONNECTION WITH THE ACTIVITIES OF SUCH LESSEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, GUESTS OR INVITEES AS DESCRIBED IN THIS PARAGRAPH.**

Lessee shall assure that Lessee and any person acting on Lessee's behalf under this lease carries the following insurance with one or more insurance carriers licensed by the Texas Department of Insurance at any and all times such party or person is on or about the Premises or acting pursuant to this lease, in such amounts as stated below or as from time to time may be reasonably required by Lessor:

i. Worker's Compensation Insurance to cover full liability under the Worker's Compensation laws of the state in which the Premises are located;

ii. Employer's Liability Insurance with limits of not less than $500,000.00 for accidental injury or death of one or more employees;

iii. Comprehensive General Public Liability Bodily Injury Insurance with limits of liability of not less than $1,000,000.00 for the accidental injury or death of one person, and $1,000,000.00 for accidental injury or death of more than one person as the result of one accident or occurrence;

iv. Comprehensive General Public Liability Property Damage Insurance with limits of not less than $1,000,000.00 for damage to property as a result of one accident or occurrence;

v. Automobile Public Liability and Property Damage Insurance combined with the limits of not less than $500,000.00 for injuries to or death of one person or property damage, and $1,000,000.00 for injuries to or death of more than one person and property damage as the result of one accident;

vi. Umbrella Liability with limits of not less than $5,000,000.00 per occurrence; and

vii. Care, custody and control coverage with limits of not less than $100,000.00, or in lieu of coverage, Broad Form Property Damage endorsement.

The Lessee shall cause certificates of insurance evidencing the above coverage to be provided promptly upon request to Lessor, or to such other representative(s) of Lessor as Lessor may from time to time designate but in any event in advance of conducting any physical entry on the Leased Premises. The insurance policies required above, except under item (i), shall name the City of Midland, Texas, as additional insured with regard to the Leased Premises; shall reflect that the City of Midland, Texas will receive thirty (30) days prior written notice of cancellation or material changes in coverage; and shall reflect that the insurer has waived any right of subrogation against the City of Midland, Texas.

18. This lease is executed without warranty, express or implied. If Lessor owns less than the entire estate in oil and gas in all or any part of said land, royalties payable hereunder shall be paid only in the proportion which the interest covered by this lease bears to the whole and undivided fee simple estate except as otherwise expressly provided for in this lease.

19. In the event a well or wells are brought in on adjacent land and within 330 feet of the Leased Premises Lessee agrees, within one hundred eighty (180) days after such well commences actual production, to commence drilling such offset well or wells as a prudent operator would drill under the same or similar circumstances. In lieu of drilling such offset to any such oil or gas well, Lessee shall have the option of either releasing this lease as to the stratigraphic equivalent of the zone or horizon which corresponds with that being produced in the offset well and within a tract of land in as near the form of a square as possible and constituting what would be the proration unit established in conformity with the field rules or spacing laws prescribed or permitted with respect to such offset well, with Lessee retaining all other rights within such tract, or pay Lessor monthly, as compensatory royalty, a sum equal to the payments which would be payable under this lease on the production from such offset well had same been produced from the above Leased Premises and, as long as Lessee may elect to pay such royalty in lieu of drilling an offset well, Lessee shall have satisfied its offset obligations to Lessor as to such well.

20. Lessee is hereby granted the right and power to pool this lease, the Leased Premises covered by it or any part or horizon thereof for the production of oil or gas with such other land, leases, mineral estates or parts thereof as specifically described in and pursuant to the terms of (a) the "Chaparral Unit", as defined in that certain Pooling Authority for the Chaparral Unit dated on or about the date hereof and executed by and between Lessor and Lessee, and (b) the "Knight Unit", as defined in that certain Pooling Authority for the Knight Unit dated on or about the date hereof and executed by and between Lessor and Lessee. Except as specifically provided in the preceding sentence, Lessee shall have no right to pool or unitize any lands covered by this lease, or any portion thereof, without the prior written consent of Lessor, which consent shall be in Lessor's sole discretion. Lessee shall file such written unit designations for record in the office of the county clerk of the county in which the Premises are located before completion of any well in said units. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the lands described in this lease and included in such unit. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land included in said unit under the terms of this lease. Notwithstanding such allocation, the formation of any unit hereunder shall not have the effect of exchanging or transferring any interest under this lease between parties owning different interests as between lands covered by this lease and lands not covered. If this lease now or hereafter covers separate tracts (a "separate tract" meaning any tract with royalty ownership differing, either as to parties or amounts, from that as to any other part of the Leased Premises), no pooling or unitization of royalty interests

as between any such separate tracts is intended or shall be implied from inclusion of such separate tracts within this lease, from the existence of Lessee's pooling authority herein, or from any other circumstances except by Lessee's express exercise of the pooling authority in the manner herein prescribed, nor shall this lease or the pooling authority hereby granted be construed as constituting an attempt or offer by Lessor to pool or unitize any interest which Lessor has no right or authority to pool or unitize, any such intention to pool or unitize such interests or to apportion any royalty over which Lessor has no such right being expressly disclaimed. Should this lease expire or terminate from any cause, in whole or in part, Lessor's interest in any land no longer subject to this lease shall not be subject to any pooling or unitization effected under the terms hereof, anything herein to the contrary notwithstanding.

21. Should Lessee be prevented from complying with any express or implied covenants of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, or by any federal, state or local law, ordinance or any order, rule or regulation of any governmental authority, or due to the failure to act by any governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable in damages for failure to comply therewith and the time provided for compliance shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas from the said land, and the time while Lessee is so prevented shall not be counted against Lessee. However, nothing described in this paragraph 21 shall excuse Lessee from paying, or extend the time for paying, any royalty, shut-in gas royalty or other payment payable in money hereunder, or serve to extend the primary term of this lease beyond five (5) years from the date hereof.

22. Except as otherwise provided herein, Lessee shall have the right and obligation at any time during or within ninety (90) days after the expiration of this lease as to any portion of said land, to remove all property and fixtures placed by Lessee on any such portion of said land, including the right to draw and remove all casing, then belonging to Lessee and not taken over by Lessor under some other provision of this lease. If Lessee fails to remove such property and fixtures within said ninety (90) days, such property and fixtures may be removed by Lessor at Lessee's expense; provided, however, Lessee shall not be relieved of its liability to plug any well so abandoned.

23. Lessee agrees to notify Lessor in advance, in writing, of the location of all wells containing a surface location to be drilled on the Leased Premises prior to commencement of operations and shall provide copies of all reports filed with the State of Texas or its agencies, when filed, including permit applications, completion, plugging, casing, cementing and production reports.

24. Lessee agrees that it will comply in all its operations with all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over such operations, including, without limitation, the City of Midland Oil and Gas Drilling requirements as applied under current Ordinance 8769, as codified in the City of Midland Municipal Code Section 6-1-23, as the same may be hereafter amended from time to time, if and to the extent applicable. Without limiting the foregoing, in the event any portion of the Leased Premises is located in or near any airport, Lessee shall comply in all its operations with all applicable Federal Aviation Administration rules and regulations and shall secure in advance all necessary approvals, permits and consents, and shall in addition comply with all reasonable directions of the City of Midland Director of Aviation relating to the public safety and welfare, and the safety of aviation related activities, including without limitation directives, rules and regulations relating to equipment height, location and safety markings. Without limiting any of the foregoing, Lessee acknowledges and agrees that (i) to its knowledge it has satisfied itself as to all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over the Leased Premises, this lease, and Lessee's operations, including, without limitation, all federal laws and all applicable Federal Aviation Administration rules, regulations and requirements, and (ii) Lessor has made no representations or warranties that the terms, provisions or conditions of this lease comply with such applicable ordinances, laws, rules or regulations.

25. The venue for any suit arising out of any provision of this lease, whether express or implied, regarding interpretation, breach or alleged breach of this lease, or relating in any way to this lease or to applicable case law, statutes, or administrative rules, shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this lease shall be deemed to have been performed in Midland County, Texas. This lease and all matters pertaining thereto shall be governed by the laws of the State of Texas without reference to any rule or law that would apply the law of another jurisdiction.

26. By executing this lease Lessor is not waiving its right of sovereign immunity. Lessor is retaining its immunity from suit. Lessor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

27. By executing this lease, **LESSEE AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST LESSOR, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LEASE, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS LEASE. LESSEE SPECIFICALLY AGREES THAT IF LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LEASE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LEASE, 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), LESSEE AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH**

LESSEE MIGHT OTHERWISE BE ENTITLED. Lessee agrees that this is the intentional relinquishment of a presently existing right. Lessee acknowledges that it understands all terms and conditions of this lease.

28. Lessor and Lessee acknowledge that the full amount of the $9,293,250.00 bonus payment payable to Lessor by Lessee is due on or before thirty (30) days after the effective date of this lease. Lessee acknowledges and agrees that in the event Lessee fails to timely make said bonus payment, Lessor shall have the right to terminate this lease by giving written notice to Lessee of said termination.

29. Lessee agrees that in the event Lessee has not drilled and completed eleven (11) or more horizontal wells within the Leased Premises on or before three hundred sixty-five (365) days after the date of cessation of continuous drilling operations as provided under paragraph 10 of this lease, Lessee shall pay to Lessor as liquidated damages an amount equal to the product of: (a) Seven Hundred Fifty Thousand Dollars ($750,000.00) multiplied by (b) the positive difference between eleven (11) and the number of horizontal wells drilled and completed by Lessee within the Leased Premises on or before three hundred sixty-five (365) days after the date of cessation of continuous drilling operations as provided under paragraph 10 of this lease. Such amount shall be due to Lessor on or before three hundred ninety-five (395) days after the date of the cessation of continuous drilling operations as provided under paragraph 10 of this lease. Lessor and Lessee acknowledge and agree that (i) Lessor's actual damages upon Lessee's failure to drill and complete the above-stated number of horizontal wells within the Leased Premises within the stated time period would be difficult to ascertain with certainty, (ii) that the amount payable to Lessor as calculated under this paragraph is a reasonable estimate of such actual damages, and (iii) such liquidated damages do not constitute a penalty.

30. Lessee agrees to drill and complete on or before the end of the primary term: (a) a minimum of one horizontal well in the "Chaparral Unit", as defined in that certain Pooling Authority for the Chaparral Unit dated on or about the date hereof and executed by and between Lessor and Lessee, and (b) a minimum of one horizontal well in the "Knight Unit", as defined in that certain Pooling Authority for the Knight Unit dated on or about the date hereof and executed by and between Lessor and Lessee. In the event Lessee does not drill and complete such horizontal wells within the timeframe and other requirements set forth in the immediately preceding sentence, notwithstanding anything to the contrary contained in this lease, including, without limitation, paragraph 10 of this lease, this lease shall automatically terminate as to all of the Leased Premises at the end of the primary term without any action being required by Lessor. For clarification, notwithstanding anything to the contrary contained in this lease, including, without limitation, paragraph 10(a) of this lease, in the event this lease automatically terminates pursuant to the provisions of this paragraph, the drilling of any vertical well on the Leased Premises prior to such termination shall not perpetuate this lease as to any lands or depths. For purposes of this lease, (i) a "horizontal well" means a well containing a wellbore intentionally deviated from the vertical such that the productive portion of the wellbore extends a minimum of five thousand (5,000) feet laterally in the target formation, and (ii) a "vertical well" means any well other than a horizontal well.

31. Notwithstanding anything to the contrary contained in this lease or in any instrument executed between Lessor and Lessee contemporaneously with this lease, as to any bonus, royalty, shut-in royalty or other payments due to Lessor under the terms of this lease, such payments shall be allocated proportionately based upon the net acres covered by this lease attributable to Midland Airpark and the net acres covered by this lease attributable to the City of Midland, Texas. In connection with the foregoing, all such payments shall be paid in two separate payments as follows: (a) one payment payable to City of Midland Airport Fund including such amount(s) attributable to Midland Airpark as aforesaid and specifying that such payment pertains to Midland Airpark net acreage covered by this lease, and (b) one payment payable to City of Midland General Fund including such amount(s) attributable to the City of Midland, Texas as aforesaid and specifying that such payment pertains to City of Midland, Texas net acreage covered by this lease. Lessor shall provide Lessee, in writing, with net acreage allocation amounts to be used for dividing such payments, and Lessee shall use such amounts in connection with calculating such payments. Lessee may rely upon the direction provided by the City of Midland and shall not be required to reimburse the City of Midland Airport Fund or the City of Midland General Fund in connection with any such payments made by Lessee pursuant to instructions provided by the City of Midland that prove to be incorrect. For clarification and without limiting the foregoing, in the event any portion of the Leased Premises is included in a pooled unit in accordance with the terms of this lease, royalty payments hereunder will be divided based upon the net acres covered by this lease attributable to Midland Airpark and the net acres covered by this lease attributable to the City of Midland, Texas, in each case within the designated pooled units. Notwithstanding the foregoing and without limiting any other provision(s) of this lease, as to any payments that may be due to Lessor in connection with any surface rights owned by Lessor in the Leased Premises, such surface rights payments shall be payable in full to City of Midland General Fund and shall not be allocated between Midland Airpark net acreage and City of Midland, Texas net acreage.

32. No amendment, modification, or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

33. The rights and remedies provided by this lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive such party's rights to use any or all other remedies. The rights and remedies provided in this lease are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

34. There is no third party beneficiary to this lease. No person or entity who is not a party to this lease shall have any third party beneficiary or other rights hereunder.

35. The parties hereto shall execute a Memorandum of Lease in form and substance mutually agreeable to the parties contemporaneously with execution of this lease, and Lessee shall promptly file the Memorandum in the

public records of the county where the Leased Premises are located. The Memorandum shall provide notice of the existence of this lease and the interests granted or reserved in this lease.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF this lease is executed by the parties hereto effective as of the effective date of said lease.

LESSOR:

CITY OF MIDLAND, TEXAS

By:_____
Name:_____
Title:_____

LESSEE:

MIDLAND-PETRO D. C. PARTNERS, LLC

By:_____
Name: J. Wayne Bailey
Title: Attorney-In-Fact

[Acknowledgements on following page]

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of the City of Midland, Texas, a municipal corporation, on behalf of said entity.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 2021, by J. Wayne Bailey, as Attorney-In-Fact of Midland-Petro D. C. Partners, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

EXHIBIT "A"
DESCRIPTION OF
LANDS

(Section 14)
Being 103.799 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, In Book 79, Page 557, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 0.73 acres of land, more or less, in the Southeast (SE) corner of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 360, Page 431, Deed Records, Midland County, Texas.

6. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)
Being 492.0873 net mineral acres of land, more or less, out of a 640 acre Section being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Section and the following conveyed tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully

described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

37.460 acres of land, more or less, being the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except a 2.54 acre tract which was conveyed by Warranty Deed from the City of Midland to Hillander School filed on August 26, 1965, in Book 453, Page 163, Deed Records, Midland County, Texas, and being subject to a one-half (1/2) mineral reservation by A.J. Anderson and Lucille Anderson, husband and wife, to Sam Lundie by Warranty Deed filed on May 11, 1929, in Book 44, Page 430, Deed Records, Midland County, Texas.

43.9927 acres of land, more or less, being in Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being further described in the two following tracts:
Tract 1.
Being all of Lot 1, Block 1, Midland Airpark, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet F, Page 188, Plat Records of Midland County, Texas.
SAVE AND EXCEPT a 1.5 acre tract of land being described by metes and bounds.
Tract 2.
A tract of land located in the Southwest part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of the area shown as a drainage right-of-way on a plat named Midland Airpark as recorded in Cabinet F, Page 188 of the Midland County Plat Records less a SAVE AND EXCEPT tract being a 0.4973 acre tract described by metes and bounds.
Both tracts being more fully described by metes and bounds in Mineral Deed dated January 15, 2013 from Andrea Holt Catania and Holly Holt Williamson, Co-Independent Executrixes for the Estate of Robert B. Holt, Deceased, to the City of Midland as Document Number 2013-1544, Official Records, Midland County, Texas, whereas the City of Midland received 60% of the minerals and all of the Executive Rights of said land.

(Section 22)
0.518 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of Lots 8 and 9, Block 1, of the Berkshire Place Addition to the City of Midland, Midland County, Texas, as shown by the official map of plat thereof of record in the office of the County Clerk of Midland County, Texas and being more particularly described in that certain Warranty Deed dated March 10, 1958 from William D. Hays, Jr., Individually and as general partner in Hays Construction Company, a co-partnership, to the City of Midland, Texas and recorded at Volume 304, Page 27, Deed Records, Midland County, Texas.

0.761 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a portion of Avalon Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 100, Page 545, Deed Records, and being more particularly described in the two following Warranty Deeds:

1. Being 0.254 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated July 18, 1954 from Ben H. Greenberg and wife, Dora Greenberg to the City of Midland, Texas and recorded at Volume 216, Page 413, Deed Records, Midland County, Texas.

2. Being 0.504 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated June 17, 1998 from C.R. Bailey, joined herein by his wife, Virginia H. Bailey to the City of Midland, Texas and recorded in Volume 1571, Page 367, Deed Records, Midland County, Texas.

98.901 acre tract of land in the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being more particularly in the two following Warranty Deeds:

1. Being 80 acres of land being the N/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds, and being conveyed from William P. Bodine, now a single person, and J.A. Bodine and wife, Oza Bodine, Laverne Murchison (nee Bodine) and husband, Gaines Murchison, and patsy Gene Miles (nee Bodine) and

husband, Terrell Miles, the only heirs of Margie Ann Bodine, to the City of Midland dated November 13, 1942, and recorded in Volume 73, Page 351, Deed Records, Midland County, Texas; and

2. Being 18.901 Acres, known as the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being conveyed from O.M. Tyner and wife, Bessie Tyner to the City of Midland dated December 14, 1942, and recorded in Volume 73, Page 361, Deed Records, Midland County, Texas.

Save and Except the following conveyed tracts of land:

SAVE AND EXCEPT:
5 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, more particularly described by metes and bounds in that Special Warranty Deed dated November 23, 1964 from the City of Midland, Texas, a Home Rule Municipal Corporation to the Midland Council for Retarded Children, Inc., recorded at Volume 441, Page 326 of the Deed Records of Midland County, Texas. Also, known as Lot 1, Block 4 of the “A” Street Community Center, Section 4, an Addition to the City of Midland, Midland County, Texas, according to map or plat or map thereof of record in Cabinet B, Page 359, Plat Records, Midland County, Texas

5.158 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in that Special Warranty Deed dated June 24, 1965 from The City of Midland, Texas, a Home Rule Municipal Corporation, to Oaklawn Park Baptist Church, Inc., recorded in Volume 450, Page 279 of the Deed Records of Midland County, Texas. Also known as Lot 2, Block 1, “A” Street Community Center, Section 5, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 396, Plat Records, Midland County, Texas.

3.86 acre tract of land out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in Special Warranty Deed dated July 7, 1971 from the City of Midland, a municipal corporation, to City of Midland Swim Team, Inc. recorded in Volume 551, Page 32, Deed Records, Midland County, Texas. Also known as Lot 3, Block 6, "A" Street Community Center Section 9 according to the map or plat thereof of record in Cabinet I, Page 171, Plat Records, Midland County, Texas.

0.282 acres of land, more or less, being the North 75 feet of Lot 2, Block 3, “A” Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

0.617 acres of land, more or less, being Lot 5, Block 3, “A” Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

Being 83.984 net mineral acres out of the 98.901 acre tract of land out of the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

(Section 23)
5.124 acres, more or less, being all of Blocks 1, 2, and 3, of a subdivision of Tracts 31, 32, and 33, Morningside Addition, an addition to the City of Midland, Midland County, Texas, as per plat thereof of record in Volume 180, Page 124, Deed Records, Midland County, Texas, and being more particularly described in Warranty Deed dated April 4, 1955 from W.R. Upham and wife, Lucille A. Upham and H.C. Avery, Jr. and wife, Edith Avery to the City of Midland, Texas recorded in Volume 228, Page 420, Deed Records, Midland County, Texas and Ordinance dated April 26, 1955 petitioned by the Midland Independent School District to the City Council of the City of Midland, which it was ordained to vacate, abandon, and close certain streets, being described in Volume 230, Page 5, Deed Records, Midland County, Texas.

5.33 acre Park Site out of a 10 acre tract situated in the SE corner of W/2 of NW/4, Section Twenty-three (23), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds and being more particularly described in Warranty Deed dated March 24, 1958 from Paul McHargue to the City of Midland, a municipal corporation, of the County of Midland, Texas recorded in Volume 288, Page 84, Deed Records, Midland County, Texas.

(Section 26)
0.138 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as all of Lot 24 except the West 4 feet thereof, in Block 2 of Russell & High Addition, an addition to the City of Midland, Midland County,

Texas, according to the map or plat thereof recorded in Volume 103, Page 473 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated November 6, 1995, from Carl E. Schuder and wife, Mary K. Schuder to the City of Midland, and recorded at Volume 1341, Page 753, Deed Records, Midland County, Texas.

0.75 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Lots 3 and 4, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas. and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from Faustino Quiroz and spouse, Mary Frances Quiroz to the City of Midland, Midland County, Texas and recorded at Volume 1525, Page 8, Deed Records, Midland County, Texas.

0.545 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas., and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from A.T. Mendoza to the City of Midland, recorded in Volume 1525, Page 14, Deed Records, Midland County, Texas.

1.468 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Ida Jo Moore Park, in Ridglea Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 130, Page 237, Deed Records, No conveyance could be found of record conveying an interest to the City of Midland.

0.239 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Block 12, Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.066 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a small triangle of land located in Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.377 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lots 1, 2, 3, and the East 14 Feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed dated June 11, 1940, from B.G. Grafa and wife, Mable Grafa to the City of Midland, recorded in Volume 66, Page 352, Deed Records, Midland County, Texas.

0.805 acres of land, more or less, being Lots 7-11, Block 1, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated August 18, 1988 executed by Georgina G. Figueroa to the City of Midland, recorded in Volume 979, Page 115 of the Deed Records of Midland County, Texas.

0.161 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas, and being known as Lot Twelve (12), Block One (1), Original Town, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 3, Pages 232 and 233, Deed Records, Midland County, Texas, and being more particularly described in that certain Deed, dated November 15, 1988, from Vincenta Rodriguez, joined by husband, Ruben P. Rodriguez to City of Midland, recorded at Document Number 986-309, Deed Records, Midland County, Texas.

N 100' of NW/4, Block 2, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the East One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded

in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Special Warranty Deed dated February 8th, 1989 Prudential Insurance Company of America to the City of Midland, recorded at Volume 994 Page 524, Official Public Records, Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the West One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Warranty Deed dated December 19th, 1991 from MWJ Producing Company to the City of Midland, recorded at Volume 1106 Page 199, Official Public Records, Midland County, Texas.

0.37699 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lots 1, 2, and 3, and the East 14 feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated December 19th, 1991 from B. G. Grafa and wife, Mable C. Grafa to the City of Midland, recorded at Volume 66 Page 352, Official Public Records, Midland County, Texas.

0.13799 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 24 Except the West 4 feet, Block 2, Resurvey of Russell & High Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 103, Page 1473, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated November 6th, 1995 from Carle E. Schuder and wife, Mary K. Schuder to the City of Midland, recorded at Volume 1341 Page 753, Official Public Records, Midland County, Texas.

0.5449 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 21st, 1998 from A. T. Mendoza to the City of Midland, recorded at Volume 1525 Page 14, Official Public Records, Midland County, Texas

0.75 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 3 and 4, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 9th, 1998 from Faustino Quiroz and spouse, Mary Frances to the City of Midland, recorded at Volume 1525 Page 8, Official Public Records, Midland County, Texas

0.24299 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998 from the City of Midland to the City of Midland, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.5 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.04 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 0.04 acres out of the resurvey of Block 1, Richardson Abilene, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 64, Page 125, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated July 7th, 1945 from Henry Butler and wife, Margaret Butler to the City of Midland, recorded at Volume 86 Page 39, Official Public Records, Midland County, Texas

0.11 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Block 12, Highland Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed Agreement dated May 3rd, 1949 from Aminite Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W. T. Brown, Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, recorded at Volume 110 Page 94, Official Public Records, Midland County, Texas.

0.155 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Tract 12, Block 1 and 2, W W Harris Addition,

an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Volume 100, Page 602, Plat Records, Midland County, Texas.

1.46 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Riglea Park, Riglea (aka Ida Jo Moore Park) Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet A, Page 74, Plat Records, Midland County, Texas.

0.066 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 87 feet x 35 feet x 80 feet, South Triangle of Block 8, Highland Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 69, Plat Records, Midland County, Texas.

0.0929 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a triangle shaped median or strip of land at the intersection East Louisiana Avenue and North Lamesa Road (700 North Mineola Street, Midland, Texas; Property ID R25919), Midland County, Texas.

0.021 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a portion of the Southeast corner of Lot 6, Block 28, Cowden, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 22, Plat Records, Midland County, Texas.

W/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

E/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

Lot 2, except 0.035 acres thereof described in Document #2018-3235 from City of Midland to Mark L. Branum, dated 10/12/2018, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

Lot 4, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

EXHIBIT "B" TO RESOLUTION

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2021, by and between the **CITY OF MIDLAND, TEXAS**, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right-of-Way Manager ("Surface Owner") and **MIDLAND-PETRO D.C. PARTNERS, LLC**, whose address is P.O. Box 2071, Midland, Texas 79702 ("Lessee"), covering the following described lands located in Midland County, Texas (the "Surface Premises"):

See Exhibit "A" attached hereto for a complete description of lands owned by Surface Owner and covered by this Agreement.

Reference is made to that certain Oil and Gas Lease described on Exhibit "B" attached hereto reference to which is hereby made for all purposes (the "Lease"), covering the lands described on Exhibit "B" (the "Leased Premises"). It is the purpose of this Agreement to provide for protection of the surface estate and water resources of the Leased Premises and Surface Premises in connection with oil and gas exploration, development and production under the Lease.

Accordingly, it is agreed as follows:

1. NOTICE BETWEEN SURFACE OWNER AND LESSEE:

(a) Prior to commencing any operations, including, without limitation, seismic, drilling or reworking operations, or road, pipeline or other construction, on the Surface Premises, Lessee shall notify Surface Owner in writing of the specific activity that is to be conducted and the approximate date and location of such activity, such notice to be given within thirty (30) days prior to the actual commencement of operations, provided that any such operations shall commence on or before the end of the primary term of the Lease (the "Drilling Commencement Date").

(b) Lessee agrees to designate in writing the name of the person or persons with whom Surface Owner may communicate about the activities being conducted on the surface and with whom Surface Owner may resolve issues that arise.

(c) All communications by Lessee to Surface Owner shall be directed to:

(d) Name: Mr. John Simmons, Right-of-Way Manager

Address: P.O. Box 1152
Midland, Texas 79702

Phone: 432-685-7470

Email: jsimmons@midlandtexas.gov

2. REASONABLE USE:

Lessee agrees that it shall not be entitled to use any more of the surface of the Surface Premises than is reasonably necessary and that all surface installations shall be kept to a reasonable minimum consistent with good operating practices. Additionally, Lessee hereby acknowledges and agrees that notwithstanding any implied right of use under the laws of the State of Texas that might otherwise apply relating to exploitation of the mineral estate under the Leased Premises, all operations conducted pursuant to the Lease will be conducted in compliance with the terms of this Agreement. Lessee agrees that due to the proximity of the Leased Premises to the active runways at Midland Airpark, Lessee shall prepare and provide to Surface Owner prior to any drilling on the Surface Premises, at Lessee's sole cost and expense, an aeronautical study requested by the Federal Aviation Administration ("FAA") in connection with the necessary permits to drill in the vicinity of Midland Airpark. Surface Owner agrees to reasonably cooperate with and assist Lessee in obtaining all necessary permits required for drilling on the Surface Premises from the FAA, provided that (y) Lessee shall promptly reimburse Surface Owner up to $7,500.00 annually for any and all out of pocket costs and expenses incurred by Surface Owner in connection with Surface Owner's cooperation with and assistance of lessee in obtaining all necessary permits required for drilling on the Surface Premises from the FAA, and (z) Lessee acknowledges and agrees that

Surface Owner makes no representation, warranty or guaranty that the FAA will approve any such requested permit for drilling on the Surface Premises.

Surface Owner and Lessee acknowledge this Agreement is executed in conjunction with the Lease, which will benefit both the Surface Owner and the Lessee by the development of the oil and gas owned by the Surface Owner under the Surface Premises and oil and gas owned by the Surface Owner under other properties in proximity to the Surface Premises. Surface Owner and Lessee acknowledge in the future there may be the necessity to make modifications to this Agreement and specifically Exhibit "A-1" to this Agreement. Such modifications will be evidenced by amendments to this Agreement to be approved and signed by Lessee and the City Manager of the City of Midland, Texas; provided, however, that notwithstanding anything to the contrary contained in this paragraph or elsewhere in this Agreement, any modification or amendment to this Agreement shall be at Surface Owner's sole discretion.

3. ACCESS AND FENCES:

(a) Lessee agrees to access, cross and exit the Surface Premises only in the locations and along the routes on the roads shown on Exhibit "A-1", provided that Lessee may access or cross any area within the perimeter fences of Lessee's multi-well pads located on the Surface Premises. Lessee and all persons entering or leaving the Surface Premises in connection with Lessee's operations hereunder shall keep all outside and interior gates securely closed except during drilling and completion operations. At any gate that is to be locked, Surface Owner may install its own lock in addition to Lessee's lock. Lessee and all persons entering or leaving any portion of Midland Airpark in connection with Lessee's operations hereunder shall observe and comply with all FAA rules, regulations and requirements, including, without limitation, obtaining any and all necessary permissions to access Midland Airpark.

(b) Lessee will construct, prior to Lessee's commencement of any operations on the Surface Premises and at Lessee's sole cost and expense, a temporary access road off Big Spring Street north of the 9.25 acre pad for entrance to the Surface Premises in the location shown on Exhibit "A-1" (the "Temporary Access Road"). The parties hereto acknowledge and agree that the Temporary Access Road is intended to be and shall be the primary route of access to the Surface Premises to be used by Lessee in connection with its operations on the Surface Premises. Except as to roads located within the perimeter fences of Lessee's multi-well pads located on the Surface Premises, Lessee shall not commence to construct any new roads not shown on Exhibit "A-1" upon the Surface Premises without the prior written approval of Surface Owner, which approval shall be at Surface Owner's sole discretion. Lessee may construct, at Lessee's sole cost and expense, roads within the perimeter fences of Lessee's multi-well pads located on the Surface Premises without Surface Owner's approval. Excluding roads located within the perimeter fences of Lessee's multi-well pads located on the Surface Premises, any and all new roads on the Surface Premises approved by Surface Owner and to be used by Lessee in connection with its operations shall be constructed by Lessee at Lessee's sole cost and expense and in accordance with such specifications as may be required by Surface Owner. All roads used or constructed by Lessee shall be topped and crowned with a minimum of 9" of caliche and shall have magnesium chloride applied to the road surface after the completion of road construction, or shall be paved, as required by Surface Owner; provided that as to roads located within the perimeter fences of Lessee's multi-well pads located on the Surface Premises, Lessee may determine whether such roads shall be caliche as aforesaid or paved. While under construction, roads will be kept wet down to avoid excessive dust. Notwithstanding that Surface Owner may use all roads used by Lessee for any and all purposes, Lessee shall maintain all roads used by Lessee in good repair, and all roads shall be maintained as all-weather caliche or paved roads, as applicable, at all times. All holes and ruts in roads used by Lessee shall be filled as soon as practical by Lessee. Lessee shall install adequate culverts wherever any road constructed or used by Lessee crosses a natural drainage, and except as provided below all roads and any pipelines laid by Lessee shall be so constructed and laid as not to interfere with the natural flow of surface waters or with drainage. Lessee shall place water diversions along any road constructed or used by Lessee as necessary to prevent excessive washing out of the road. All material for such diversions will be constructed using materials purchased from Surface Owner and Lessee shall not use materials pushed up from the roadside, unless Surface Owner agrees otherwise.

(c) Lessee agrees that Lessee will not cut or go over any fence at any time or in connection with any operations on the Surface Premises without first obtaining Surface Owner's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Lessee and Surface Owner and shall be constructed as reasonably required by Surface Owner. Within ninety (90) days after Lessee has completed its drilling operations and removed the sound walls required by Section 16(f) of this Agreement, Lessee shall construct permanent fencing around the 7.62 acre and 9.25 acre pads shown on Exhibit "A-1" attached hereto at locations approved by the City Manager. Said permanent fences shall substantially conform to the schematics attached hereto as Exhibit "D". The terms, provisions and requirements of this subparagraph (c) shall survive the termination or expiration of this Agreement.

(d) In connection with its operations, in addition to the Temporary Access Road Lessee also intends to use (i) Veterans Airpark Lane between Big Spring Street and Smith Road, (ii) Smith Road, and (iii) any other road owned by Surface Owner located on the Surface Premises to which Surface Owner in its sole discretion has consented to Lessee's use (the roads described in the immediately preceding clauses (i)-(iii) are hereinafter collectively referred to as the "Non-Temporary Utilized Roads"). Lessee agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for damage done to the Non-Temporary Utilized Roads and the entrance gates on the Surface Premises to the extent that any such damage is verifiably attributable to traffic servicing Lessee. Lessee will not be obligated to pay for any damage to the Non-Temporary Utilized Roads attributable to other parties or for damage associated with normal wear and tear. Lessee has provided to Surface Owner a letter of credit, certificate of deposit or surety bond in form and substance satisfactory to Surface Owner in the amount of $75,000.00 which will serve to secure payment of any such road repair expenses for the Non-Temporary Utilized Roads. In the event such letter of credit, certificate of deposit or surety bond is not restored to $75,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, Surface Owner may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond and Lessee's Oil and Gas Well Permit(s) shall immediately cease until Lessee files the required letter of credit, certificate of deposit or surety bond. Lessee and Surface Owner agree that the documentation of any road damage determined to be caused by Lessee's use of the Non-Temporary Utilized Roads in connection with its operations shall be presented to Lessee. If Lessee does not agree with such determination, Lessee may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give Lessee the opportunity to be heard and present facts that Lessee deems relevant. Surface Owner reserves the right after giving ten (10) business days written notice to Lessee regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond as outlined in Subsection (K), General Conditions of all Oil and Gas Well Permits, in order to remedy such situation under Section 6-1-23 "Oil and Gas Well Permits" of the City of Midland Oil and Gas Ordinance (as defined below). The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described above. Notwithstanding the foregoing, all costs and expenses of maintaining the Temporary Access Road shall be borne by Lessee and for clarification, such costs and expenses shall not be included in the $75,000 annual road repair maximum amount referenced in this subparagraph (d).

(e) On or before the last day of the thirty-sixth (36^{th}) month after the Drilling Commencement Date, Lessee agrees to pay Surface Owner $750,000.00, which Surface Owner agrees to use in order to reconstruct Veterans Airpark Lane from Big Spring Street to Smith Road.

(f) No less than ten (10) business days prior to the movement onto or delivery to the Surface Premises of any drilling rig, other rig or any equipment or materials to be moved onto or delivered to the Surface Premises by means of any vehicle or other delivery method larger than a semi-tractor-trailer truck, Lessee shall notify Surface Owner thereof and shall coordinate with Surface Owner to provide such traffic control and other similar measures as are reasonably required by Surface Owner. Lessee shall pay all costs and expenses of such traffic control and other similar measures reasonably required by Surface Owner, including, without limitation, reimbursing Surface Owner for any and all out of pocket costs and expenses incurred by Surface Owner in connection therewith.

4. DRILLSITE LOCATIONS:

(a) All drillsite locations and pads shall be at the locations and the sizes shown on Exhibit "A-1" attached hereto. Lessee shall locate all operations within the 7.62 acre and 9.25 acre drill pads shown on Exhibit "A-1" attached hereto and all wells shall be drilled within the Drilling Area designated within the 7.62 acre and 9.25 acre drill pads shown on Exhibit "A-1" attached hereto.

(b) Lessee shall provide trash trailers at drilling sites while drilling, completion and workover operations are in progress.

(c) Within one hundred twenty (120) days after abandonment of the last producing well on the Surface Premises, Lessee will remove all caliche from the applicable drillsite. The drillsite location shall be leveled and the top soil which was previously removed and stacked shall be spread uniformly over the drillsite location. Lessee shall plant the disturbed area with the type and quantity of grass or other reasonable landscaping designated by Surface Owner so that the disturbed area shall be generally restored to its original condition. The drillsite shall be cleaned and all oil and/or gas waste materials, junk, pieces or iron, pipes and other debris shall be removed. The terms, provisions and requirements of this subparagraph (c) shall survive the termination or expiration of this Agreement.

(d) Unless otherwise agreed to in writing by Surface Owner, other than wellheads, pumping units, electrical equipment, production separators, meters and electric pumps, no other structures or facilities, including, without limitation, tank batteries, heater treaters, dehydrators, compressors, or gas treatment facilities, shall be located on the Surface Premises.

(e) All producing well locations and pits will be fenced in accordance with standards set forth in the Midland City Code or otherwise approved by the Surface Owner and Lessee. Permanent internal combustion engines on pumping units (artificial lift equipment) are expressly prohibited from use on the Surface Premises. Lessee shall install an electric motor to operate any pumping unit placed by Lessee on the Surface Premises to produce any well.

(f) Lessee shall at all times maintain all equipment and permitted facilities located on the Surface Premises in good repair and condition, and in a properly painted condition.

(g) Drilling rigs and pulling unit rigs shall not be painted, steam cleaned or cleaned with solvents while on the Surface Premises unless provisions have been made to collect the effluent(s) of the operation for disposal off the Surface Premises. All rig waste shall be removed from the Surface Premises. Demobilization operations shall commence promptly for any drilling rig or workover rig (in no event later than fourteen (14) days after the drilling or workover operations have been completed, except in the event of a heavy rain event that prevents the removal of said rig) unless the rig is to be used to drill or workover another well located on the Leased Premises within thirty (30) days following the completion of its use on a prior operation.

5. RESERVE PITS AND DISPOSAL OF DRILLING FLUIDS AND MUD:

(a) While drilling, Lessee will use a closed loop mud system. While drilling and completing, all cuttings and other drilling and completion fluids will be retained and removed from the Surface Premises in above ground vessels.

(b) There shall be no landfarming or disposal of drilling fluids or muds or other wastes from oil and gas operations on the Surface Premises or into any wellbore located on the Surface Premises without prior written consent of Surface Owner, which consent shall be at Surface Owner's sole discretion.

6. PIPELINES:

(a) All pipelines and flowlines on the Surface Premises shall be buried at least forty-eight (48) inches below the surface unless otherwise agreed in writing by Surface Owner and the location of such lines shall be properly marked with signage approved by Surface Owner. The locations of all pipelines and flowlines are shown on Exhibit "A-1" and such pipelines and flowlines shall not exceed a maximum of twenty-four inches (24") in diameter. All trash and debris from construction of pipelines and flowlines shall be removed from the Surface Premises by

Lessee. The locations of pipelines and flowlines relating to Lessee's operations on property adjacent to the Surface Premises are shown on Exhibit "A-2" attached hereto.

(b) The pipelines located on the Surface Premises shall be adequately marked at all times by Lessee at all road or fence crossings and as required by applicable laws. All pipelines crossing runways or taxiways shall be bored and cased as shown on Exhibit "A-1" and Lessee shall comply with all FAA rules, regulations and requirements in connection with constructing, installing, maintaining and/or accessing such pipelines.

(c) If Lessee shall construct any pipeline on the Surface Premises, Lessee agrees that before the abandonment or removal of any such pipeline, it will offer the same to Surface Owner, without compensation. If Surface Owner elects not to accept any such pipeline, then Lessee shall either (i) remove such pipeline promptly following abandonment, or (ii) perform all work necessary to purge or remove all flammable, explosive and hazardous substances contained within the pipeline or flowline, cap or seal the pipeline or flowline, and then the pipeline or flowline may be abandoned in place, all in accordance with all applicable laws, rules, regulations and prudent engineering practices in a manner so as to render the pipeline or flowline safe. A pipeline or flowline shall be deemed to be abandoned for purposes of this Agreement if it has not been used to transport products for a period of three hundred sixty (360) consecutive days. If Lessee fails to remove or purge and cap any pipeline or flowline, Surface Owner may do so at the sole expense of Lessee. The terms, provisions and requirements of this subparagraph (c) shall survive the termination or expiration of this Agreement.

(d) Unless otherwise agreed to in writing by Surface Owner, no pipeline may be constructed hereunder that will carry any oil, gas, water (other than water used for the fracking process for wells drilled on the Surface Premises pursuant to this Agreement) or other substances which are not produced from the Leased Premises or lands pooled therewith.

7. ELECTRIC LINES:

(a) All electric lines shall be at locations shown on Exhibit "A-1".

(b) Lessee agrees that before abandonment or removal of any such electric line, it will offer the same to Surface Owner, without compensation. If Surface Owner elects not to accept such electric line, then Lessee shall remove such electric line promptly following abandonment. An electric line shall be deemed to be abandoned for purposes of this Agreement if it has not been used to deliver electricity for a period of three hundred sixty (360) consecutive days. The terms, provisions and requirements of this subparagraph (b) shall survive the termination or expiration of this Agreement.

(c) Unless otherwise agreed to in writing by Surface Owner, electric lines may only be constructed hereunder for the purpose of providing electricity to Lessee's permitted facilities and equipment located on the Leased Premises or Surface Premises or lands pooled therewith.

8. STORAGE OF MACHINERY AND EQUIPMENT:

Lessee shall use no part of the Surface Premises to store machinery, rigs, equipment, pipe or other property of Lessee while it is not being used.

9. HOUSING OF EMPLOYEES:

Lessee shall use no part of the Surface Premises to house employees or other personnel except temporarily at well sites during drilling or completion operations on the Leased Premises.

10. USE OF WATER:

Surface Owner hereby grants Lessee use of water located under the Surface Premises for operations located on the Leased Premises or on lands pooled therewith and for irrigation on the Surface Premises and on the Midland College campus. All existing and future water wells shall be shown on Exhibit "A-1" attached hereto or drilled at such locations approved in writing by Surface Owner, with any such approval to be at Surface Owner's sole discretion, and shall be drilled in accordance with such specifications required by Surface Owner. Lessee shall meter at the water wells and at such other points as may be necessary all such water used and shall pay to Surface Owner or to such other party or parties as may be designated in writing by Surface Owner the rate

set forth in the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands for any such water so used; provided, however, that for a term of ten (10) years commencing upon the earlier of (i) the first day of the month in which Lessee first uses water located under the Surface Premises for irrigation on the Surface Premises or on the Midland College campus, and (ii) the date occurring two (2) years after the date of this Agreement, Lessee shall have the right to use up to an aggregate amount of one million gallons per month of water located under the Surface Premises for irrigation on the Surface Premises and on the Midland College campus free of charge, but if any water located under the Surface Premises is used for irrigation on the Surface Premises or on the Midland College campus in excess of such aggregate amount of one million gallons per month, Lessee shall pay to Surface Owner or to such other party or parties as may be designated in writing by Surface Owner the rate set forth in the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands for any such excess water so used. All payments for water used as provided for in this paragraph shall be paid by Lessee to Surface Owner or to such other party or parties as may be designated in writing by Surface Owner on or before the last day of the month following the month in which such water was used. For any month that Lessee uses water located under the Surface Premises (x) for operations located on the Leased Premises or on lands pooled therewith, or (y) for irrigation on the Surface Premises or for irrigation on the Midland College campus, Lessee shall provide to Surface Owner on or before the last day of the month following the month in which such water was used, such report(s), in form and substance satisfactory to Surface Owner, totaling the number of gallons (or barrels, as applicable) of water located under the Surface Premises used by Lessee during such month for each of the purposes described in the preceding clauses (x) and (y), together with the calculation of such payment(s), if any, owing by Lessee for such water use in accordance with the terms of this paragraph.

11. DISPOSAL OF SALT WATER:

Lessee shall not dispose of salt water on or into the Surface Premises without the prior written consent of Surface Owner. In the event Lessee seeks to complete a salt water disposal well or wells on the Surface Premises, Surface Owner may consent in its sole discretion; provided, that if Surface Owner does consent, such consent shall be subject to Surface Owner and Lessee mutually agreeing on the form of Saltwater Disposal Agreement, the location of any disposal well, the location of disposal facilities, the formation in which such disposal shall be conducted, the compensation to Surface Owner for such disposal and the amount of damage to be paid to Surface Owner for such facilities.

12. TRASH:

Lessee will keep the Surface Premises free of trash and debris at all times. Under no circumstances will Lessee be allowed to bury any trash, debris or foreign material of any kind on or under the Surface Premises. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed disposing of trash on the Surface Premises. Upon the completion of any operation, all ribbons, flags, stakes and similar items shall be promptly removed from the Surface Premises.

13. CALICHE:

INTENTIONALLY OMITTED.

14. HUNTING, FISHING AND ALCOHOL PROHIBITED:

No agent, employee, representative, contractor or subcontractor of Lessee or any other person allowed to enter the Surface Premises by Lessee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Surface Premises, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Surface Premises 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. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed on the Surface Premises in violation of this provision.

15. SEISMIC OPERATIONS:

Lessee may conduct seismic operations on the Leased Premises or on the Surface Premises only with the prior written consent of Surface Owner. Any such seismic operations shall be conducted at date(s) and time(s) mutually agreeable between Lessee and Surface Owner. In conducting seismic operations there shall be no holes drilled in the ground and there shall be no explosive charges. No seismic operations shall be conducted during wet conditions. In conducting seismic operations Lessee will not use or allow the use of a dozer, grader or similar equipment without express written permission from Surface Owner, and then only to the extent of such approval. If Lessee encounters a fence while conducting any seismic operations, it shall pass through the nearest gate to resume its operations.

16. LOCATION AND CONDUCT OF OPERATIONS:

Notwithstanding anything contained in this Agreement to the contrary, Lessee and Surface Owner acknowledge and agree that:

(a) without express written permission from Surface Owner, no well location, new road, pipeline, electric line, permitted facility or fixture shall be located, nor shall any operation of any kind be conducted, within **one hundred thirty-five (135) feet** of any structure located on the Surface Premises or on adjacent property owned by Surface Owner at the time of such operation;

(b) Lessee shall comply in all its operations with all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over such operations, including, without limitation, (i) Chapter 11 of the Municipal Code of Midland, Texas, as the same may be hereafter amended from time to time, and (ii) as to any portion of the Leased Premises or Surface Premises located within the city limits of the City of Midland, Texas, the City of Midland Oil and Gas Drilling requirements as applied under current Ordinance 8769, as codified in Section 6-1-23 of the Municipal Code of Midland, Texas, as the same may be hereafter amended from time to time (the "City of Midland Oil and Gas Ordinance"), if and to the extent applicable;

(c) without limiting (b) immediately above, as to any portion of the Leased Premises or Surface Premises located in or near any airport, Lessee shall comply in all its operations with all applicable FAA rules, regulations and requirements and shall secure in advance all necessary approvals, permits and consents, and shall in addition comply with all reasonable directions of the City of Midland Director of Aviation relating to the public safety and welfare, and the safety of aviation related activities, including without limitation directives, rules and regulations relating to equipment height, location and safety markings;

(d) Lessee shall provide security for the Leased Premises and the Surface Premises during the drilling and completion of wells at such times as commercially reasonably necessary to secure the Leased Premises and the Surface Premises;

(e) all fracking of Lessee's wells on the Surface Premises and the Leased Premises shall be done using a quiet frac fleet system in compliance with Surface Owner's requirements and specifications for such quiet frac fleet system;

(f) Lessee shall construct sound walls of a height of not less than twenty-four feet (24') on all sides of the drillsites for each well drilled on the Surface Premises or on the Leased Premises in accordance with Surface Owner's requirements and specifications for such sound walls, allowing for adequate ingress and egress for Lessee's equipment to operate, and such sound walls shall remain in place during all drilling, fracking and completion operations for each such well, and unless otherwise requested by Surface Owner such sound walls shall be removed within one hundred eighty (180) days of the completion of the last well drilled; and

(g) all trucks and other vehicles of Lessee, its agents, employees, representatives, contractors, subcontractors or others entering upon the Surface Premises under the authority of the Lease or this Agreement, shall access the well sites on the Surface Premises only in the locations and using the routes depicted upon Exhibit "A-3" so as not to interfere or adversely affect the operations of the Citizen's Collection Center (defined below), and without limiting or being limited by the foregoing, Lessee, its agents, employees, representatives, contractors, subcontractors or others entering upon the Surface Premises under the authority of the Lease or

this Agreement, shall comply with reasonable requests of Surface Owner in connection with the coordination of Lessee's operations and activities upon the Surface Premises with those of the Citizen's Collection Center (defined below). As clarification of the foregoing, Lessee, its agents, employees, representatives, contractors, subcontractors or others entering upon the Surface Premises under the authority of the Lease or this Agreement may access or cross any area within the perimeter fences of Lessee's multi-well pads located on the Surface Premises.

17. NOXIOUS VEGETATION:

Lessee shall take all reasonable precautions to keep the Surface Premises free of bitterweed, African rue, tumbleweeds, cockleburs and other noxious vegetation (being native and non-native toxic plants). In the event any such noxious vegetation is encountered around any of Lessee's equipment or permitted facilities, Lessee agrees to promptly spray herbicide to eliminate such vegetation. If Lessee fails to take such action, Surface Owner may have such vegetation sprayed at the sole expense of Lessee. At the request of Surface Owner, Lessee shall weedwash all vehicles and equipment entering upon the Surface Premises at the entrance to the Surface Premises prior to their entry thereon.

18. SPEED LIMIT:

A speed limit of 25 m.p.h. on the Surface Premises will be observed by Lessee and its agents, employees, representatives, contractors and subcontractors. At the request of Surface Owner, Lessee will place speed limit signs approved by Surface Owner at entrances onto the Surface Premises. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed exceeding such speed limit.

19. ARCHAEOLOGICAL SITES:

Lessee, its agents, employees, representatives, contractors and subcontractors or others entering upon the Surface Premises under the authority of the Lease or this Agreement shall not intentionally remove or destroy any fossils, Indian artifacts, or other archeological objects of historical or scientific value which may be situated thereon. Should Lessee or any of its agents, employees, representatives, contractors or subcontractors discover any such objects on the Surface Premises, it shall leave said objects in place and promptly notify Surface Owner of the existence of such objects.

20. DAMAGE TO PROPERTY IN GENERAL AND DAMAGE SCHEDULE:

Lessee agrees to pay for actual damages resulting to the Surface Premises, improvements thereon and to personal property thereon caused by Lessee's operations. Compensation for all damages to property shall be based on the prevailing rates for similar damages in the area at the time the damage occurs.

In addition to any other damages that may become payable by Lessee, Lessee shall pay Surface Owner in advance damages for the following items based upon the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands:

- Well Location (New Location and Re-Entry)
- Caliche Sales
- Geophysical Permits
- Roads
- Pipelines
- Utility line easements
- Fresh Water Frac Pit Site

Solely for purposes of calculating damages under the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands, (a) the Leased Premises and the Surface Premises shall be classified as "University Lands" under such Schedule, (b) any road, pipeline, or utility line used or constructed by Lessee on the Surface Premises shall be

classified under such Schedule as requiring a "new" easement, and (c) any flowlines (other than and excluding temporary surface pipelines) installed by Lessee on the Surface Premises shall be classified as "pipelines" under such Schedule.

Within ten (10) business days after the date of this Agreement, Lessee shall pay Surface Owner the sum of $1,000,000 (the "Relocation Payment") to be used by Surface Owner to help cover Surface Owner's costs and expenses involved with relocating the Citizen's Collection Center located adjacent to the drillsites and shown on Exhibit "A-1" attached hereto (the "Citizen's Collection Center"). In the event Surface Owner does not close the operations of the Citizen's Collection Center on or before the fifth (5^{th}) anniversary of the date of this Agreement Surface Owner shall refund the Relocation Payment to Lessee.

21. REMOVAL OF PROPERTY:

Except as otherwise provided herein, Lessee shall have the right at any time during or within ninety (90) days after the expiration of the Lease as to any portion of the Leased Premises, to remove all property and fixtures placed by Lessee on any such portion of the Leased Premises, including the right to draw and remove all casing, then belonging to Lessee and not taken over by Surface Owner under some other provision of this Agreement. If Lessee fails to remove such property and fixtures within said ninety (90) day period, such property and fixtures shall at the election of Surface Owner, either become owned by Surface Owner or Surface Owner may have such property removed at the sole expense of Lessee; provided, however, Lessee shall not be relieved of its liability to plug any well so abandoned. The terms, provisions and requirements of this paragraph shall survive the termination or expiration of this Agreement.

22. INDEMNIFICATION AND ENVIRONMENTAL PROTECTION:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS SURFACE OWNER AND SURFACE OWNER'S REPRESENTATIVES, AGENTS, ATTORNEYS, HEIRS, EXECUTORS, SURFACE LESSEES, AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS AGREEMENT, OR ANY ACT OR OMISSION OF LESSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY IS WITH RESPECT TO LIABILITIES OF AN INDEMNITEE RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT INDEMNITEE. LESSEE SHALL PROMPTLY ADVISE SURFACE OWNER OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LESSEE HAS RECEIVED NOTICE, AND LESSEE AT LESSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF SURFACE OWNER (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO SURFACE OWNER; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LESSEE TO ASSUME THE

DEFENSE OF SURFACE OWNER IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, SURFACE OWNER, AT ITS OPTION, AND WITHOUT RELIEVING LESSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LESSEE AND LESSEE'S FAILURE TO RESPOND THERETO WITHIN TEN BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF THE SURFACE OWNER) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY SURFACE OWNER IN THAT EVENT SHALL BE REIMBURSED BY LESSEE TO SURFACE OWNER, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY SURFACE OWNER UNTIL REIMBURSED BY LESSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAW OF THE STATE OF TEXAS.

LESSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LESSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE SURFACE PREMISES, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE SURFACE PREMISES OR ANY OTHER LANDS OF SURFACE OWNER, PROVIDED HOWEVER, LESSEE SHALL NOT BE REQUIRED TO PROVIDE INDEMNIFICATION HEREUNDER TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY TO AND PROTECT EACH INDEMNIFIED PARTY FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNIFIED PARTY AS A RESULT OF THE FOREGOING.

THE TERMS, PROVISIONS AND REQUIREMENTS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, AND THESE INDEMNIFICATION OBLIGATIONS SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

23. INSURANCE:

At all times during the term of the Lease each operator of all or any portion of the Leased Premises shall maintain adequate insurance to cover any and all damages arising in connection

with its operations pursuant to the Lease, and Lessee shall in any event maintain insurance meeting the following minimum requirements:

Type of Insurance:	Limits:
General Liability	$1,000,000.00
Automobile Liability	$1,000,000.00
Umbrella Liability	$5,000,000.00
Pollution	$1,000,000.00
Workers' Compensation Insurance	$1,000,000.00

Each such operator shall provide evidence that such required insurance is in full force and effect on or before ten (10) days prior to entry onto the Leased Premises or Surface Premises by furnishing to Surface Owner at the address set forth in Section 1(c) above a Certificate of Insurance, or certified copies of the above required policies.

24. RESTROOM FACILITIES:

Lessee or its contractors shall provide its employees with portable toilet facilities during drilling, completion, reworking, pipeline construction, seismic survey operations and any other similar or related operations.

25. LANDSCAPING AND IRRIGATION:

On or before the last day of the twelfth (12^{th}) month after the Drilling Commencement Date, Lessee shall submit to the City Manager of Surface Owner for his or her approval a detailed written plan, including appropriate plats and/or renderings, for reasonable and appropriate landscaping and irrigation of the Surface Premises in order to minimize the impact of Lessee's operations upon the appearance of the Surface Premises and upon the flow and drainage of water across the Surface Premises. Such landscaping and irrigation plan shall include such reasonable requirements as may be requested by Surface Owner, and the approval of the City Manager of such landscaping and irrigation plan shall not be unreasonably withheld, but shall generally be in compliance with the schematics attached hereto as Exhibit "D". Without limiting the foregoing, the parties hereto acknowledge and agree that (i) such landscaping and irrigation plan shall require the installation of appropriate landscaping and irrigation around the perimeter fence of each multi-well pad located upon the Surface Premises, (ii) the landscaping to be located upon the Surface Premises shall be irrigated with a bubbler and sprinkler irrigation system that provides sufficient water volume and coverage for such landscaping, and (iii) Surface Owner's requirements for the landscaping and irrigation to be installed on the Surface Premises shall not be limited by the requirements of the City of Midland Oil and Gas Ordinance or any other applicable ordinance, law, rule or regulation. All costs of the preparation of the landscaping and irrigation plan and of the installation of such landscaping and irrigation shall be paid by Lessee. Unless otherwise agreed by Surface Owner, Lessee shall be responsible for the installation of all such landscaping and irrigation in accordance with such plan and all such landscaping and irrigation shall be installed by Lessee within six (6) months after the removal of the sound walls required by Section 16(f) of this Agreement. Lessee shall be responsible, at Lessee's sole cost and expense, for maintenance of the landscaping and irrigation during the term of this Agreement.

26. WAIVER; SOVEREIGN IMMUNITY:

No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Surface Owner to enforce any provision of this Agreement shall not be deemed nor shall constitute a waiver of the right of Surface Owner to enforce such provision.

By executing this Agreement, Surface Owner is not waiving its right of sovereign immunity. Surface Owner is retaining its immunity from suit. Surface Owner is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

27. ENFORCEMENT:

Unless provided otherwise under some other provision of this Agreement, all compensation, damages or other payments due to Surface Owner under the terms of this Agreement shall be paid to Surface Owner within thirty (30) days after the event giving rise to such obligation occurs. In the event Lessee fails to take the actions required under this Agreement, Surface Owner shall notify Lessee and Lessee shall have thirty (30) days to remedy such failure. If Lessee fails to remedy such failure and Surface Owner conducts the required action on behalf of Lessee, Lessee agrees to pay all reasonable costs incurred by Surface Owner related to such required action within thirty (30) days of receipt of an invoice for such action. Any amount not paid within said thirty (30) day period shall bear interest at a rate of eighteen percent (18%) per annum or the highest interest rate allowed by law from its due date until paid.

28. ATTORNEY'S FEES AND EXPENSES:

Should Surface Owner be required to resort to employment of an attorney to enforce this Agreement, or any of its rights under this Agreement, Surface Owner shall be entitled to reimbursement from Lessee for reasonable attorney's fees.

29. SUCCESSORS AND ASSIGNS:

The provisions of this Agreement shall inure to the benefit of and be binding upon Surface Owner and Lessee, their respective heirs, successors, representatives and assigns. Any amendment of this Agreement may be made solely by Surface Owner and Lessee. Lessee shall not have the right to assign any of its rights or obligations under this Agreement except in connection with a permitted assignment of the Lease. Any permitted assignee shall expressly assume all of Lessee's covenants, responsibilities and obligations under this Agreement in writing. No permitted assignment of Lessee's interests in this Agreement shall be effective until Lessee has notified Surface Owner of the assignment and identified the assignee's name, address and contact information. Upon assignment hereof in whole or in part by Lessee, Lessee shall remain fully liable for any breach of an obligation hereunder accruing prior to such assignment. Surface Owner shall be furnished a true and correct copy of any permitted assignment within thirty (30) days after the execution thereof.

30. COVENANTS RUNNING WITH THE LAND:

The covenants and obligations of the parties under this Agreement shall be binding upon and shall run with the land and burden the Lease.

31. MEMORANDUM OF SURFACE USE AGREEMENT:

Surface Owner and Lessee have executed a Memorandum of Surface Use Agreement in the form attached hereto as Exhibit "C", dated of even date herewith, for recording in the records of the County in which the Leased Premises and Surface Premises are situated, to give record notice of this Surface Use Agreement. This Surface Use Agreement shall not be recorded except with the consent of Surface Owner.

32. COUNTERPART EXECUTION:

This Agreement may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

33. APPLICABLE LAW:

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any cause of action for enforcement of this Agreement shall be in Midland County, Texas.

34. RELATED AGREEMENT:

This Agreement is executed in conjunction with the Lease. This Agreement shall be for a term consistent with the Lease. Termination or expiration of the Lease or this Agreement shall not relieve Lessee of any liability, duty or obligation which accrued, attached or arose prior to such termination or expiration, nor shall it preclude Surface Owner from asserting any right to specific performance, damages or any other rights or remedies to which Surface Owner may be entitled.

Upon termination or expiration of this Agreement for any reason, Lessee shall execute and deliver a recordable release of this Agreement to Surface Owner.

35. THIRD-PARTY BENEFICIARIES:

Except as provided in Section 22 with respect to Indemnitees, this Agreement is intended solely for the use and benefit of the parties hereto and shall not constitute or be construed as a contract for the benefit of any third party.

36. NO WARRANTY OF TITLE:

LESSEE REPRESENTS AND WARRANTS THAT IT IS FULLY FAMILIAR WITH THE SURFACE PREMISES AND THEIR CONDITION AND STATE OF REPAIR FROM LESSEE'S OWN INVESTIGATION OF SAME, AND LESSEE ACKNOWLEDGES THAT SURFACE OWNER HAS MADE NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SURFACE PREMISES, THE CONDITION THEREOF, OR THE ABILITY OF LESSEE TO CONDUCT THE OPERATIONS CONTEMPLATED UNDER THIS AGREEMENT AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SURFACE OWNER HEREBY DISCLAIMS, AND LESSEE WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, OR FITNESS OR SUITABILITY FOR LESSEE'S PURPOSE. IN ADDITION, THIS AGREEMENT IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED. Without limiting the foregoing, this Agreement is made subject to any and all validly existing rights of way, liens, agreements, instruments, burdens, encumbrances, restrictions and defects in title affecting the Surface Premises evidenced in the records of Midland County, Texas. In addition and without limiting any of the foregoing, Lessee acknowledges and agrees that (i) to its knowledge it has satisfied itself as to all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over the Surface Premises, the Leased Premises, this Agreement, the Lease, and Lessee's operations, including, without limitation, all federal laws and all applicable FAA rules, regulations and requirements, and (ii) Surface Owner has made no representations or warranties that the terms, provisions or conditions of this Agreement or the Lease comply with such applicable ordinances, laws, rules or regulations.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF this instrument is executed as of the respective dates of the acknowledgements below but is effective for all purposes as of the date of the Lease.

SURFACE OWNER:

CITY OF MIDLAND, TEXAS

By: _____
Name: _____
Title: _____

LESSEE:

MIDLAND-PETRO D.C. PARTNERS, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2021, by _____, _____ of the City of Midland, Texas, a municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2021, by _____, _____ of Midland-Petro D.C. Partners, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public – State of Texas

EXHIBIT "A"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Description of Surface Premises:

MIDLAND COUNTY, TEXAS

(Section 14)

Being 48.017 acres out of a 65.02 acre tract of land in Section 14, Blk 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Special Warranty Deed from Claydesta Corporation to the City of Midland, on December 20, 1989, in Book 1027, Page 199, Deed Records, Midland County, Texas.

Being 103.069 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, in Book 79, Page 557, Deed Records, Midland County, Texas, Less and Except a 24.27 acre tract of land in the west part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more particularly described by metes and bounds and being even further described in Special Warranty Deed from the City of Midland, Texas to Clajon Production Corporation on April 1, 1981, recorded in Book 705, Page 353, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to

The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)

Being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the following tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less, less and except that portion of a 10.936 acre drainage ditch running in a horizontal direction from the west boundary of the Southwest Quarter (SW/4) to the east boundary of the Southwest Quarter (SW/4) being the west boundary of Garfield Street.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

All of the South 28 acres of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings of Washington F.A. to Midland Junior College District on November 21, 1988, recorded in Book 989, Page 653, Deed Records, Midland County, Texas.

A 20.347 acre tract out of the north part of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings Bank F.A., formerly known as Gibraltar Savings of Washington F.A. to Midland Junior College District on August 2, 1989 recorded in Book 1013, Page 257, Deed Records, Midland County, Texas, less and except a 1.16 acre tract of land at the North part of said tract, and being the same land conveyed in General Warranty Deed from the Midland Community College District to the City of Midland on August 21, 1999 recorded in Book 1696, Page 636, Official Public Records, Midland County, Texas.

EXHIBIT "A-1"

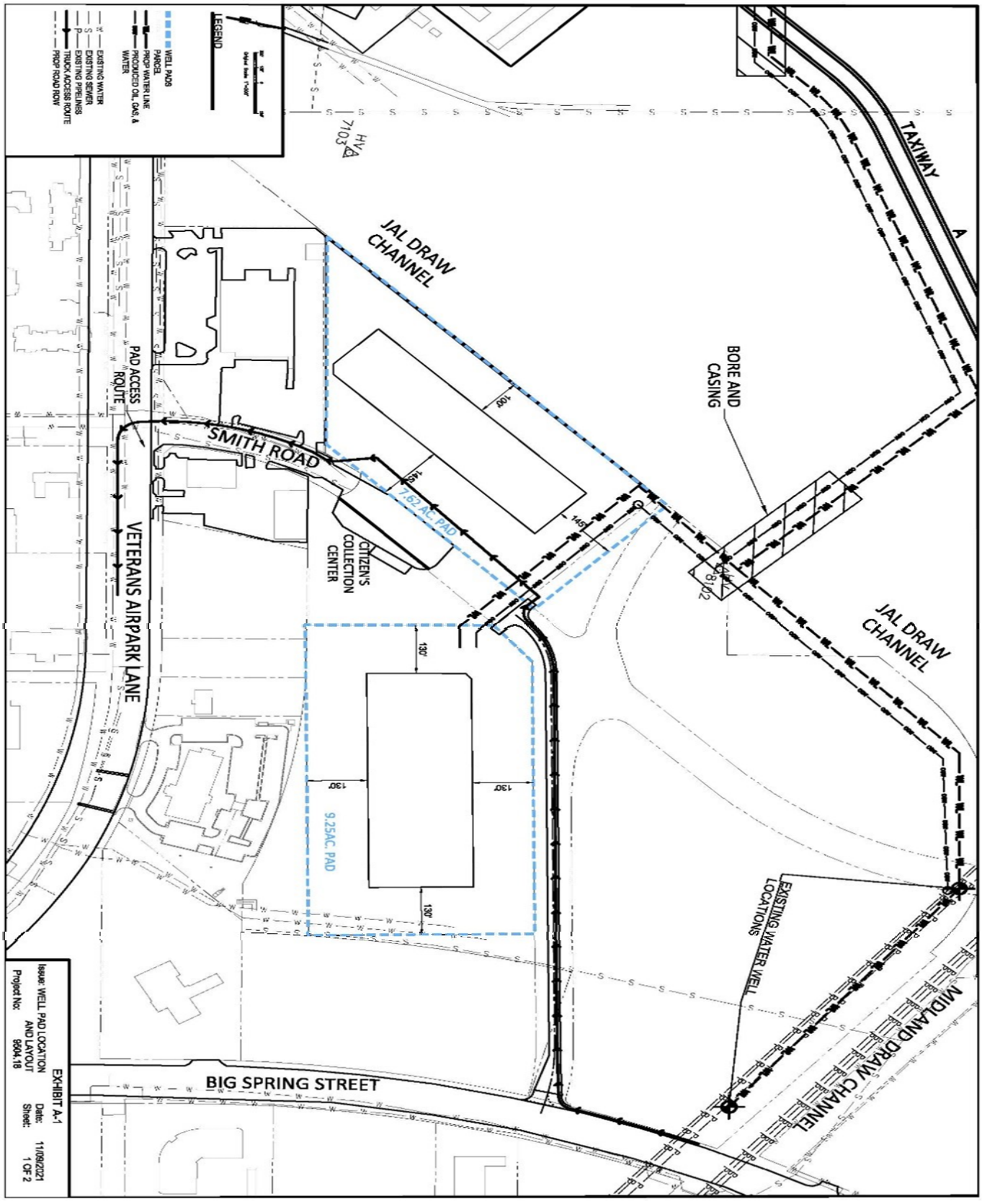

LEGEND
WELL PADS
PARCEL
PROP WATER LINE
PRODUCED OIL, GAS, & WATER
EXISTING WATER
EXISTING SEWER
EXISTING PIPELINES
TRUCK ACCESS ROUTE
PROP ROAD ROW
HWY 87
JAL DRAW CHANNEL
TAXIWAY A
BORE AND CASING
PAD ACCESS ROUTE
SMITH ROAD
7.52 AC. PAD
CITIZEN'S COLLECTION CENTER
VETERANS AIRPARK LANE
9.25AC. PAD
EXISTING WATER WELL LOCATIONS
MIDLAND DRAW CHANNEL
BIG SPRING STREET
EXHIBIT A-1
Issue: WELL PAD LOCATION AND LAYOUT
Project No: 9504.18
Date: 11/09/2021
Sheet: 1 OF 2

EXHIBIT "A-2"

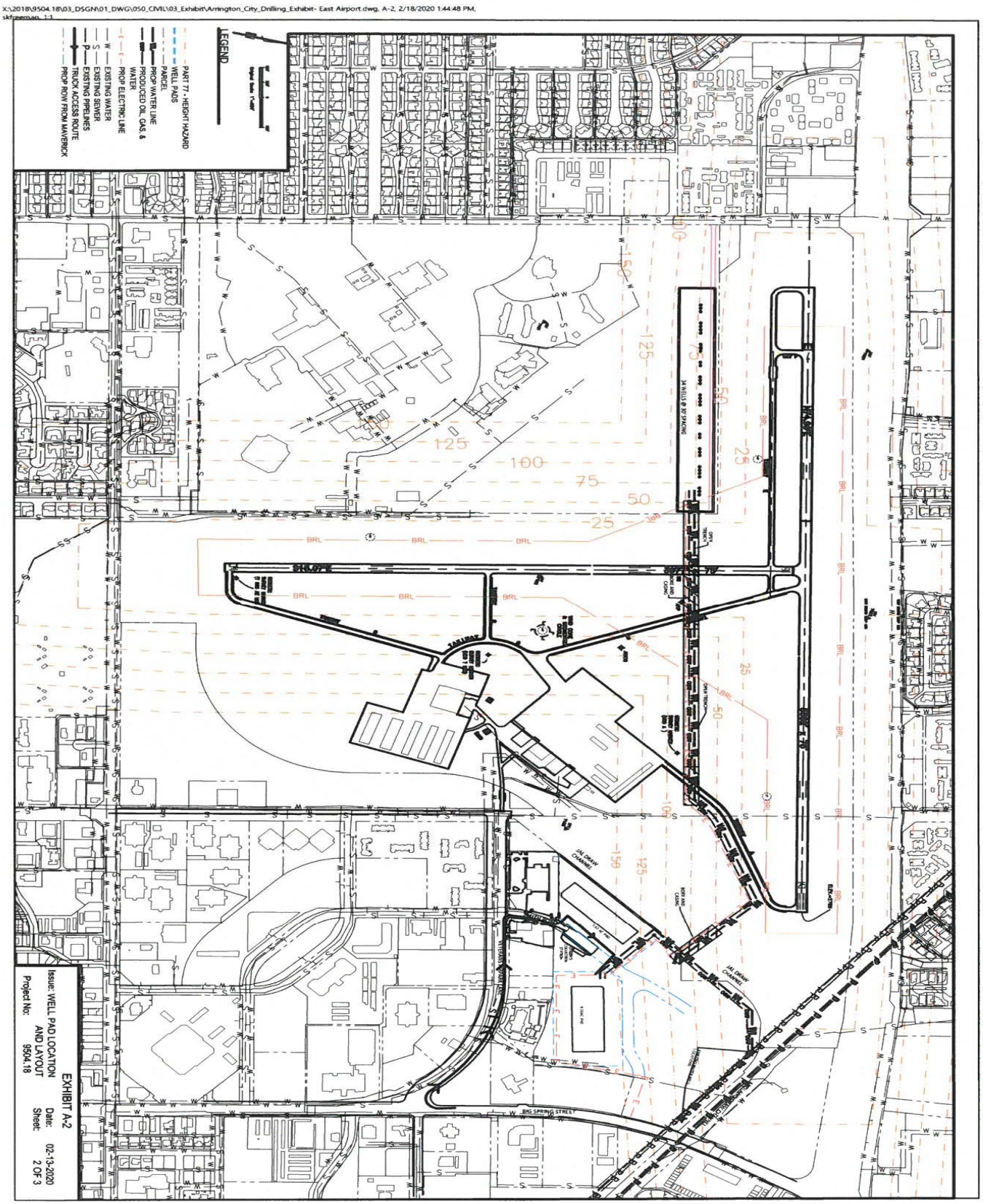
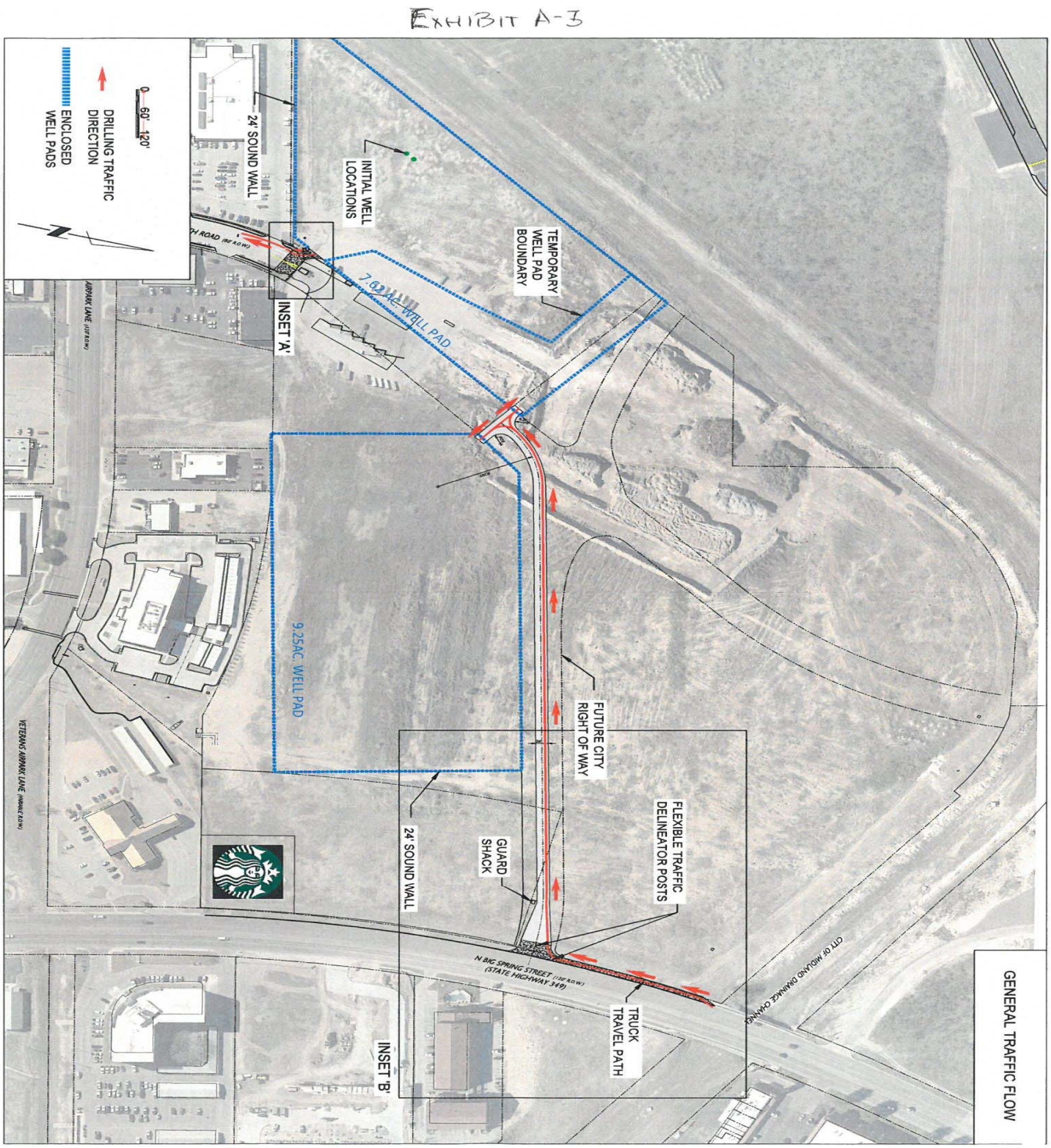
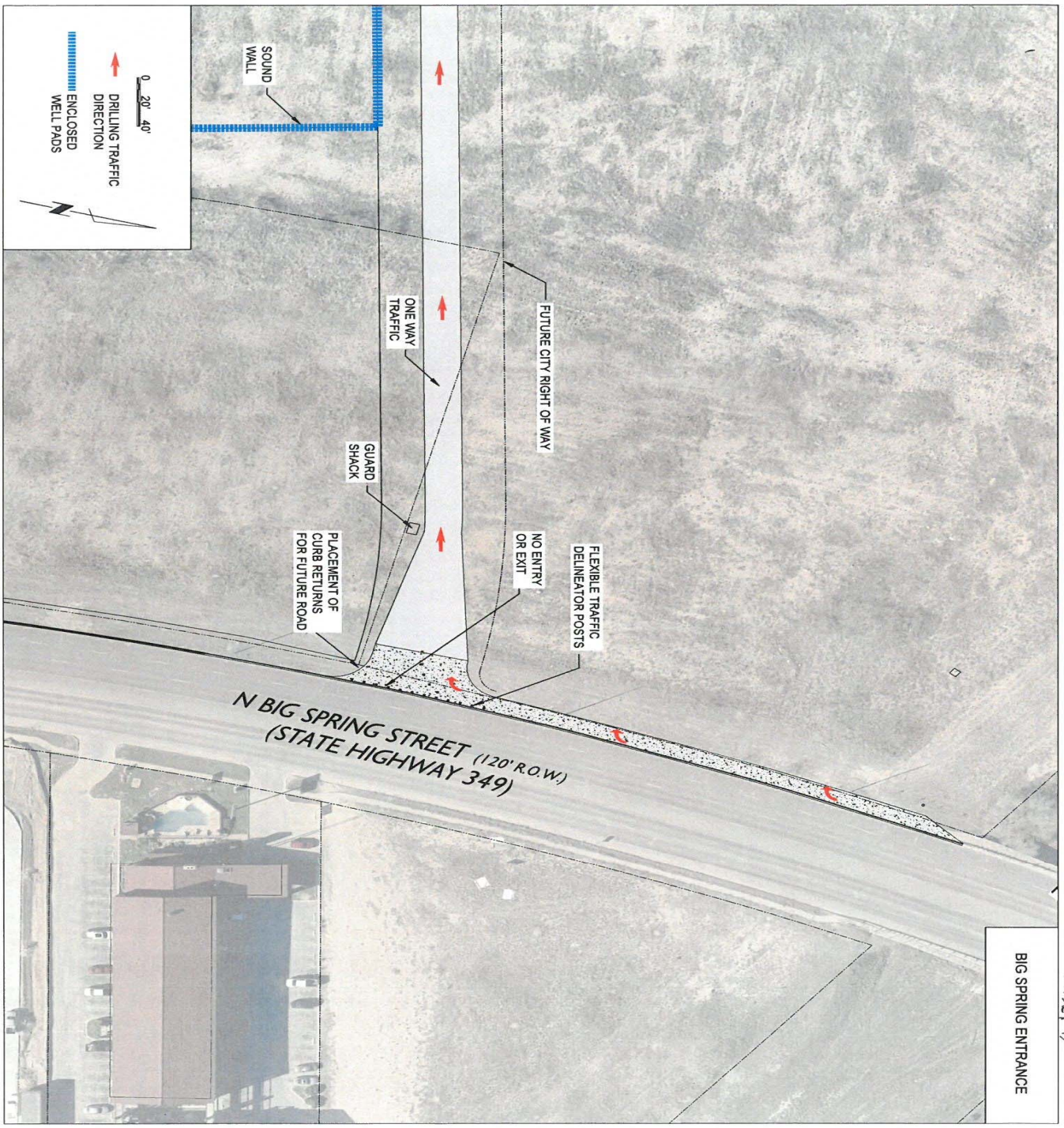

X:\2018\9504.18\03_DSGN\01_DWG\050_CIVIL\03_Exhibit\Arrington_City_Drilling_Exhibit- East Airport.dwg, A-2, 2/18/2020 1:44:48 PM, skfreeman
LEGEND
PART 77 - HEIGHT HAZARD
WELL PADS
PARCEL
PROP WATER LINE
PRODUCED OIL, GAS, & WATER
PROP ELECTRIC LINE
EXISTING WATER
EXISTING SEWER
EXISTING PIPELINES
TRUCK ACCESS ROUTE
PROP ROW FROM MAVERICK
EXHIBIT A-2
Issue: WELL PAD LOCATION AND LAYOUT
Project No: 9504.18
Date: 02-13-2020
Sheet: 2 OF 3
BIG SPRING STREET

EXHIBIT "A-3"


EXHIBIT A-3
ENCLOSED WELL PADS
DRILLING TRAFFIC DIRECTION
0 60' 120'
24' SOUND WALL
INITIAL WELL LOCATIONS
TEMPORARY WELL PAD BOUNDARY
7.62AC WELL PAD
INSET 'A'
9.25AC WELL PAD
FUTURE CITY RIGHT OF WAY
FLEXIBLE TRAFFIC DELINEATOR POSTS
GUARD SHACK
24' SOUND WALL
N BIG SPRING STREET (150' R.O.W.)
(STATE HIGHWAY 349)
CITY OF MIDLAND DRAINAGE CHANNEL
TRUCK TRAVEL PATH
INSET 'B'
GENERAL TRAFFIC FLOW

COLLECTION CENTER
TRAFFIC FLOW
LIGHT POLE
GATE FOR
COLLECTION CENTER
COLLECTION
CENTER GATE
GUARD
FLEXIBLE TRAFFIC
DELINEATOR POSTS
NEW GATE FOR
DRILLING TRAFFIC
STRIPING
CONCRETE
BOLLARDS
RIG GATE
GUARD
REMOVE
EXISTING
FENCE
FIRE
HYDRANT
SOUND WALL
ELECTRICAL
TRANSFORMER
DRILLING TRAFFIC
DIRECTION
ENCLOSED
WELL PADS
0 3' 6'
COLLECTION CENTER
HOURS OF OPERATION
TUESDAY - FRIDAY
10:00AM - 6:00 PM
SATURDAY
9:00 AM - 2:00 PM


SOUND WALL
ENCLOSED WELL PADS
DRILLING TRAFFIC DIRECTION
0 20' 40'
ONE WAY TRAFFIC
FUTURE CITY RIGHT OF WAY
GUARD SHACK
NO ENTRY OR EXIT
FLEXIBLE TRAFFIC DELINEATOR POSTS
PLACEMENT OF CURB RETURNS FOR FUTURE ROAD
N BIG SPRING STREET (120' R.O.W.)
(STATE HIGHWAY 349)
BIG SPRING ENTRANCE

INSERT B

EXHIBIT "B"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Lease and Leased Premises

Oil and Gas Lease dated effective as of _____ ___, 20__, between the City of Midland, Texas, as lessor, and Midland-Petro D.C. Partners, LLC, as lessee, covering the following lands located in Midland County, Texas:

(Section 14)
Being 103.799 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, In Book 79, Page 557, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 0.73 acres of land, more or less, in the Southeast (SE) corner of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 360, Page 431, Deed Records, Midland County, Texas.

6. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)
Being 492.0873 net mineral acres of land, more or less, out of a 640 acre Section being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Section and the following conveyed tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland

County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

37.460 acres of land, more or less, being the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except a 2.54 acre tract which was conveyed by Warranty Deed from the City of Midland to Hillander School filed on August 26, 1965, in Book 453, Page 163, Deed Records, Midland County, Texas, and being subject to a one-half (1/2) mineral reservation by A.J. Anderson and Lucille Anderson, husband and wife, to Sam Lundie by Warranty Deed filed on May 11, 1929, in Book 44, Page 430, Deed Records, Midland County, Texas.

43.9927 acres of land, more or less, being in Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being further described in the two following tracts:
Tract 1.
Being all of Lot 1, Block 1, Midland Airpark, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet F, Page 188, Plat Records of Midland County, Texas.
SAVE AND EXCEPT a 1.5 acre tract of land being described by metes and bounds.
Tract 2.
A tract of land located in the Southwest part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of the area shown as a drainage right-of-way on a plat named Midland Airpark as recorded in Cabinet F, Page 188 of the Midland County Plat Records less a SAVE AND EXCEPT tract being a 0.4973 acre tract described by metes and bounds.
Both tracts being more fully described by metes and bounds in Mineral Deed dated January 15, 2013 from Andrea Holt Catania and Holly Holt Williamson, Co-Independent Executrixes for the Estate of Robert B. Holt, Deceased, to the City of Midland as Document Number 2013-1544, Official Records, Midland County, Texas, whereas the City of Midland received 60% of the minerals and all of the Executive Rights of said land.

(Section 22)
0.518 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of Lots 8 and 9, Block 1, of the Berkshire Place Addition to the City of Midland, Midland County, Texas, as shown by the official map of plat thereof of record in the office of the County Clerk of Midland County, Texas and being more particularly described in that certain Warranty Deed dated March 10, 1958 from William D. Hays, Jr., Individually and as general partner in Hays Construction Company, a co-partnership, to the City of Midland, Texas and recorded at Volume 304, Page 27, Deed Records, Midland County, Texas.

0.761 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a portion of Avalon Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 100, Page 545, Deed Records, and being more particularly described in the two following Warranty Deeds:

1. Being 0.254 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated July 18, 1954 from Ben H. Greenberg and wife, Dora Greenberg to the City of Midland, Texas and recorded at Volume 216, Page 413, Deed Records, Midland County, Texas.

2. Being 0.504 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated June 17, 1998 from C.R. Bailey, joined herein by his wife, Virginia H. Bailey to the City of Midland, Texas and recorded in Volume 1571, Page 367, Deed Records, Midland County, Texas.

98.901 acre tract of land in the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being more particularly in the two following Warranty Deeds:

1. Being 80 acres of land being the N/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds, and being conveyed from William P. Bodine, now a single person, and J.A. Bodine and wife, Oza Bodine, Laverne Murchison (nee Bodine) and husband, Gaines Murchison, and patsy Gene Miles (nee Bodine) and husband, Terrell Miles, the only heirs of Margie Ann Bodine, to the City of Midland dated November 13, 1942, and recorded in Volume 73, Page 351, Deed Records, Midland County, Texas; and

2. Being 18.901 Acres, known as the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being conveyed from O.M. Tyner and wife, Bessie Tyner to the City of Midland dated December 14, 1942, and recorded in Volume 73, Page 361, Deed Records, Midland County, Texas.

Save and Except the following conveyed tracts of land:

SAVE AND EXCEPT:
5 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, more particularly described by metes and bounds in that Special Warranty Deed dated November 23, 1964 from the City of Midland, Texas, a Home Rule Municipal Corporation to the Midland Council for Retarded Children, Inc., recorded at Volume 441, Page 326 of the Deed Records of Midland County, Texas. Also, known as Lot 1, Block 4 of the "A" Street Community Center, Section 4, an Addition to the City of Midland, Midland County, Texas, according to map or plat or map thereof of record in Cabinet B, Page 359, Plat Records, Midland County, Texas

5.158 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in that Special Warranty Deed dated June 24, 1965 from The City of Midland, Texas, a Home Rule Municipal Corporation, to Oaklawn Park Baptist Church, Inc., recorded in Volume 450, Page 279 of the Deed Records of Midland County, Texas. Also known as Lot 2, Block 1, "A" Street Community Center, Section 5, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 396, Plat Records, Midland County, Texas.

3.86 acre tract of land out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in Special Warranty Deed dated July 7, 1971 from the City of Midland, a municipal corporation, to City of Midland Swim Team, Inc. recorded in Volume 551, Page 32, Deed Records, Midland County, Texas. Also known as Lot 3, Block 6, "A" Street Community Center Section 9 according to the map or plat thereof of record in Cabinet I, Page 171, Plat Records, Midland County, Texas.

0.282 acres of land, more or less, being the North 75 feet of Lot 2, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

0.617 acres of land, more or less, being Lot 5, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

Being 83.984 net mineral acres out of the 98.901 acre tract of land out of the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

(Section 23)
5.124 acres, more or less, being all of Blocks 1, 2, and 3, of a subdivision of Tracts 31, 32, and 33, Morningside Addition, an addition to the City of Midland, Midland County, Texas, as per plat thereof of record in Volume 180, Page 124, Deed Records, Midland County, Texas, and being more particularly described in Warranty Deed dated April 4, 1955 from W.R. Upham and wife, Lucille A. Upham and H.C. Avery, Jr. and wife, Edith Avery to the City of Midland, Texas recorded in Volume 228, Page 420, Deed Records, Midland County, Texas and Ordinance dated April 26, 1955 petitioned by the Midland Independent School District to the City Council of the City of Midland, which it was ordained to vacate, abandon, and close certain streets, being described in Volume 230, Page 5, Deed Records, Midland County, Texas.

5.33 acre Park Site out of a 10 acre tract situated in the SE corner of W/2 of NW/4, Section Twenty-three (23), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds and being more particularly described in Warranty Deed dated March 24, 1958 from Paul McHargue to the City of Midland, a municipal corporation, of the County of Midland, Texas recorded in Volume 288, Page 84, Deed Records, Midland County, Texas.

(Section 26)
0.138 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as all of Lot 24 except the West 4 feet thereof, in Block 2 of Russell & High Addition, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Volume 103, Page 473 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated November 6, 1995, from Carl E. Schuder and wife, Mary K. Schuder to the City of Midland, and recorded at Volume 1341, Page 753, Deed Records, Midland County, Texas.

0.75 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Lots 3 and 4, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas. and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from Faustino Quiroz and spouse, Mary Frances Quiroz to the City of Midland, Midland County, Texas and recorded at Volume 1525, Page 8, Deed Records, Midland County, Texas.

0.545 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas., and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from A.T. Mendoza to the City of Midland, recorded in Volume 1525, Page 14, Deed Records, Midland County, Texas.

1.468 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Ida Jo Moore Park, in Ridglea Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 130, Page 237, Deed Records, No conveyance could be found of record conveying an interest to the City of Midland.

0.239 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Block 12, Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.066 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a small triangle of land located in Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.377 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lots 1, 2, 3, and the East 14 Feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed dated June 11, 1940, from B.G. Grafa and wife, Mable Grafa to the City of Midland, recorded in Volume 66, Page 352, Deed Records, Midland County, Texas.

0.805 acres of land, more or less, being Lots 7-11, Block 1, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated August 18, 1988 executed by Georgina G. Figueroa to the City of Midland, recorded in Volume 979, Page 115 of the Deed Records of Midland County, Texas.

0.161 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas, and being known as Lot Twelve (12), Block One (1), Original Town, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 3, Pages 232 and 233, Deed Records, Midland County, Texas, and being more particularly described in that certain Deed, dated November 15, 1988, from Vincenta Rodriguez, joined by husband, Ruben P. Rodriguez to City of Midland, recorded at Document Number 986-309, Deed Records, Midland County, Texas.

N 100' of NW/4, Block 2, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the East One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Special Warranty Deed dated February 8th, 1989 Prudential Insurance Company of America to the City of Midland, recorded at Volume 994 Page 524, Official Public Records, Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the West One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Warranty Deed dated December 19th, 1991 from MWJ Producing Company to the City of Midland, recorded at Volume 1106 Page 199, Official Public Records, Midland County, Texas.

0.37699 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lots 1, 2, and 3, and the East 14 feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated December 19th, 1991 from B. G. Grafa and wife, Mable C. Grafa to the City of Midland, recorded at Volume 66 Page 352, Official Public Records, Midland County, Texas.

0.13799 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 24 Except the West 4 feet, Block 2, Resurvey of Russell & High Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 103, Page 1473, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated November 6th, 1995 from Carle E. Schuder and wife, Mary K. Schuder to the City of Midland, recorded at Volume 1341 Page 753, Official Public Records, Midland County, Texas.

0.5449 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 21st, 1998 from A. T. Mendoza to the City of Midland, recorded at Volume 1525 Page 14, Official Public Records, Midland County, Texas

0.75 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 3 and 4, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 9th, 1998 from Faustino Quiroz and spouse, Mary Frances to the City of Midland, recorded at Volume 1525 Page 8, Official Public Records, Midland County, Texas

0.24299 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998 from the City of Midland to the City of Midland, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.5 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.04 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 0.04 acres out of the resurvey of Block 1, Richardson Abilene, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 64, Page 125, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated July 7th, 1945 from Henry Butler and wife, Margaret Butler to the City of Midland, recorded at Volume 86 Page 39, Official Public Records, Midland County, Texas

0.11 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Block 12, Highland Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed Agreement dated May 3rd, 1949 from Aminite Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W. T. Brown, Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, recorded at Volume 110 Page 94, Official Public Records, Midland County, Texas.

0.155 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Tract 12, Block 1 and 2, W W Harris Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Volume 100, Page 602, Plat Records, Midland County, Texas.

1.46 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Riglea Park, Riglea (aka Ida Jo Moore Park) Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet A, Page 74, Plat Records, Midland County, Texas.

0.066 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 87 feet x 35 feet x 80 feet, South Triangle of Block 8, Highland Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 69, Plat Records, Midland County, Texas.

0.0929 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company

Survey, Midland County, Texas and being a triangle shaped median or strip of land at the intersection East Louisiana Avenue and North Lamesa Road (700 North Mineola Street, Midland, Texas; Property ID R25919), Midland County, Texas.

0.021 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a portion of the Southeast corner of Lot 6, Block 28, Cowden, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 22, Plat Records, Midland County, Texas.

W/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

E/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

Lot 2, except 0.035 acres thereof described in Document #2018-3235 from City of Midland to Mark L. Branum, dated 10/12/2018, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

Lot 4, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

EXHIBIT "C"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

MEMORANDUM OF SURFACE USE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This Memorandum of Surface Use Agreement (this "Memorandum") is made and entered into this _____ day of _____, 2021, by and between the CITY OF MIDLAND, TEXAS, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right of Way Manager (herein "Surface Owner") and MIDLAND PETRO D.C. PARTNERS, LLC, whose address is 500 W. Wall, Suite 300, Midland, Texas 79701 (herein "Lessee"), covering the lands located in Midland County, Texas, more particularly described on Exhibit "A" attached hereto (herein the "Surface Premises").

WITNESSETH:

Reference is made to that certain oil and gas lease described on Exhibit "B" attached hereto (the "Lease") covering the lands described on Exhibit "B" (the "Leased Premises"). Surface Owner and Lessee have entered into that certain Surface Use Agreement dated _____ ___, 2021 (the "Surface Use Agreement") which provides for protection of the surface estate and water resources of the Leased Premises and Surface Premises in connection with oil and gas exploration, development and production under the Lease.

Surface Owner and Lessee are executing this Memorandum for the purpose of placing the same of record in Midland County, Texas, and in order to constitute constructive notice to all third parties dealing with Surface Owner and/or Lessee of the existence of the Surface Use Agreement and of the rights and obligations contained therein. Surface Owner and Lessee give notice that the Surface Use Agreement may be amended or supplemented from time to time in the future and any inquiry as to the contents thereof should also include an inquiry as to the contents of any and all such amendments and supplements.

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____ ___, 2021.

SURFACE OWNER:

CITY OF MIDLAND, TEXAS

By: _____
Name: _____
Title: _____

LESSEE:

MIDLAND-PETRO D.C. PARTNERS, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2021, by _____, _____ of the City of Midland, Texas, a municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2021, by _____, _____ of Midland-Petro D.C. Partners, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public – State of Texas

EXHIBIT "A"

Attached to that certain Memorandum of Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Description of Surface Premises:

MIDLAND COUNTY, TEXAS

(Section 14)

Being 48.017 acres out of a 65.02 acre tract of land in Section 14, Blk 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Special Warranty Deed from Claydesta Corporation to the City of Midland, on December 20, 1989, in Book 1027, Page 199, Deed Records, Midland County, Texas.

Being 103.069 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, in Book 79, Page 557, Deed Records, Midland County, Texas, Less and Except a 24.27 acre tract of land in the west part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more particularly described by metes and bounds and being even further described in Special Warranty Deed from the City of Midland, Texas to Clajon Production Corporation on April 1, 1981, recorded in Book 705, Page 353, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)

Being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the following tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less, less and except that portion of a 10.936 acre drainage ditch running in a horizontal direction from the west boundary of the Southwest Quarter (SW/4) to the east boundary of the Southwest Quarter (SW/4) being the west boundary of Garfield Street.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

All of the South 28 acres of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings of Washington F.A. to Midland Junior College District on November 21, 1988, recorded in Book 989, Page 653, Deed Records, Midland County, Texas.

A 20.347 acre tract out of the north part of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings Bank F.A., formerly known as Gibraltar Savings of Washington F.A. to Midland Junior College District on August 2, 1989 recorded in Book 1013, Page 257, Deed Records, Midland County, Texas, less and except a 1.16 acre tract of land at the North part of said tract, and being the same land conveyed in General Warranty Deed from the Midland Community College District to the City of Midland on August 21, 1999 recorded in Book 1696, Page 636, Official Public Records, Midland County, Texas.

EXHIBIT "B"

Attached to that certain Memorandum of Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Lease and Leased Premises

Oil and Gas Lease dated effective as of _____ ___, 20__, between the City of Midland, Texas, as lessor, and Midland-Petro D.C. Partners, LLC, as lessee, covering the following lands located in Midland County, Texas:

(Section 14)
Being 103.799 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, In Book 79, Page 557, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 0.73 acres of land, more or less, in the Southeast (SE) corner of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 360, Page 431, Deed Records, Midland County, Texas.

6. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)
Being 492.0873 net mineral acres of land, more or less, out of a 640 acre Section being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Section and the following conveyed tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

37.460 acres of land, more or less, being the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except a 2.54 acre tract which was conveyed by Warranty Deed from the City of Midland to Hillander School filed on August 26, 1965, in Book 453, Page 163, Deed Records, Midland County, Texas, and being subject to a one-half (1/2) mineral reservation by A.J. Anderson and Lucille Anderson, husband and wife, to Sam Lundie by Warranty Deed filed on May 11, 1929, in Book 44, Page 430, Deed Records, Midland County, Texas.

43.9927 acres of land, more or less, being in Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being further described in the two following tracts:
Tract 1.
Being all of Lot 1, Block 1, Midland Airpark, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet F, Page 188, Plat Records of Midland County, Texas.
SAVE AND EXCEPT a 1.5 acre tract of land being described by metes and bounds.
Tract 2.
A tract of land located in the Southwest part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of the area shown as a drainage right-of-way on a plat named Midland Airpark as recorded in Cabinet F, Page 188 of the Midland County Plat Records less a SAVE AND EXCEPT tract being a 0.4973 acre tract described by metes and bounds.
Both tracts being more fully described by metes and bounds in Mineral Deed dated January 15, 2013 from Andrea Holt Catania and Holly Holt Williamson, Co-Independent Executrixes for the Estate of Robert B. Holt, Deceased, to the City of Midland as Document Number 2013-1544, Official Records, Midland County, Texas, whereas the City of Midland received 60% of the minerals and all of the Executive Rights of said land.

(Section 22)
0.518 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of Lots 8 and 9, Block 1, of the Berkshire Place Addition to the City of Midland, Midland County, Texas, as shown by the official map of plat thereof of record in the office of the County Clerk of Midland County, Texas and being more particularly described in that certain Warranty Deed dated March 10, 1958 from William D. Hays, Jr., Individually and as general partner in Hays Construction Company, a co-partnership, to the City of Midland, Texas and recorded at Volume 304, Page 27, Deed Records, Midland County, Texas.

0.761 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a portion of Avalon Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 100, Page 545, Deed Records, and being more particularly described in the two following Warranty Deeds:

1. Being 0.254 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated July 18, 1954 from Ben H. Greenberg and wife, Dora Greenberg to the City of Midland, Texas and recorded at Volume 216, Page 413, Deed Records, Midland County, Texas.

2. Being 0.504 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated June 17, 1998 from C.R. Bailey, joined herein by his wife, Virginia H. Bailey to the City of Midland, Texas and recorded in Volume 1571, Page 367, Deed Records, Midland County, Texas.

98.901 acre tract of land in the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being more particularly in the two following Warranty Deeds:

1. Being 80 acres of land being the N/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds, and being conveyed from William P. Bodine, now a single person, and J.A. Bodine and wife, Oza Bodine, Laverne Murchison (nee Bodine) and husband, Gaines Murchison, and patsy Gene Miles (nee Bodine) and husband, Terrell Miles, the only heirs of Margie Ann Bodine, to the City of Midland dated November 13, 1942, and recorded in Volume 73, Page 351, Deed Records, Midland County, Texas; and

2. Being 18.901 Acres, known as the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being conveyed from O.M. Tyner and wife, Bessie Tyner to the City of Midland dated December 14, 1942, and recorded in Volume 73, Page 361, Deed Records, Midland County, Texas.

Save and Except the following conveyed tracts of land:

SAVE AND EXCEPT:
5 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, more particularly described by metes and bounds in that Special Warranty Deed dated November 23, 1964 from the City of Midland, Texas, a Home Rule Municipal Corporation to the Midland Council for Retarded Children, Inc., recorded at Volume 441, Page 326 of the Deed Records of Midland County, Texas. Also, known as Lot 1, Block 4 of the "A" Street Community Center, Section 4, an Addition to the City of Midland, Midland County, Texas, according to map or plat or map thereof of record in Cabinet B, Page 359, Plat Records, Midland County, Texas

5.158 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in that Special Warranty Deed dated June 24, 1965 from The City of Midland, Texas, a Home Rule Municipal Corporation, to Oaklawn Park Baptist Church, Inc., recorded in Volume 450, Page 279 of the Deed Records of Midland County, Texas. Also known as Lot 2, Block 1, "A" Street Community Center, Section 5, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 396, Plat Records, Midland County, Texas.

3.86 acre tract of land out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in Special Warranty Deed dated July 7, 1971 from the City of Midland, a municipal corporation, to City of Midland Swim Team, Inc. recorded in Volume 551, Page 32, Deed Records, Midland County, Texas. Also known as Lot 3, Block 6, "A" Street Community Center Section 9 according to the map or plat thereof of record in Cabinet I, Page 171, Plat Records, Midland County, Texas.

0.282 acres of land, more or less, being the North 75 feet of Lot 2, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

0.617 acres of land, more or less, being Lot 5, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

Being 83.984 net mineral acres out of the 98.901 acre tract of land out of the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

(Section 23)
5.124 acres, more or less, being all of Blocks 1, 2, and 3, of a subdivision of Tracts 31, 32, and 33, Morningside Addition, an addition to the City of Midland, Midland County, Texas, as per plat thereof of record in Volume 180, Page 124, Deed Records, Midland County, Texas, and being more particularly described in Warranty Deed dated April 4, 1955 from W.R. Upham and wife, Lucille A. Upham and H.C. Avery, Jr. and wife, Edith Avery to the City of Midland, Texas recorded in Volume 228, Page 420, Deed Records, Midland County, Texas and Ordinance dated April 26, 1955 petitioned by the Midland Independent School District to the City Council of the City of Midland, which it was ordained to vacate, abandon, and close certain streets, being described in Volume 230, Page 5, Deed Records, Midland County, Texas.

5.33 acre Park Site out of a 10 acre tract situated in the SE corner of W/2 of NW/4, Section Twenty-three (23), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds and being more particularly described in Warranty Deed dated March 24, 1958 from Paul McHargue to the City of Midland, a municipal corporation, of the County of Midland, Texas recorded in Volume 288, Page 84, Deed Records, Midland County, Texas.

(Section 26)
0.138 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as all of Lot 24 except the West 4 feet thereof, in Block 2 of Russell & High Addition, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Volume 103, Page 473 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated November 6, 1995, from Carl E. Schuder and wife, Mary K. Schuder to the City of Midland, and recorded at Volume 1341, Page 753, Deed Records, Midland County, Texas.

0.75 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Lots 3 and 4, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas. and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from Faustino Quiroz and spouse, Mary Frances Quiroz to the City of Midland, Midland County, Texas and recorded at Volume 1525, Page 8, Deed Records, Midland County, Texas.

0.545 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas., and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from A.T. Mendoza to the City of Midland, recorded in Volume 1525, Page 14, Deed Records, Midland County, Texas.

1.468 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Ida Jo Moore Park, in Ridglea Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 130, Page 237, Deed Records, No conveyance could be found of record conveying an interest to the City of Midland.

0.239 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Block 12, Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.066 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a small triangle of land located in Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.377 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lots 1, 2, 3, and the East 14 Feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed dated June 11, 1940, from B.G. Grafa and wife, Mable Grafa to the City of Midland, recorded in Volume 66, Page 352, Deed Records, Midland County, Texas.

0.805 acres of land, more or less, being Lots 7-11, Block 1, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated August 18, 1988 executed by Georgina G. Figueroa to the City of Midland, recorded in Volume 979, Page 115 of the Deed Records of Midland County, Texas.

0.161 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas, and being known as Lot Twelve (12), Block One (1), Original Town, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 3, Pages 232 and 233, Deed Records, Midland County, Texas, and being more particularly described in that certain Deed, dated November 15, 1988, from Vincenta Rodriguez, joined by husband, Ruben P. Rodriguez to City of Midland, recorded at Document Number 986-309, Deed Records, Midland County, Texas.

N 100' of NW/4, Block 2, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the East One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Special Warranty Deed dated February 8th, 1989 Prudential Insurance Company of America to the City of Midland, recorded at Volume 994 Page 524, Official Public Records, Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the West One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Warranty Deed dated December 19th, 1991 from MWJ Producing Company to the City of Midland, recorded at Volume 1106 Page 199, Official Public Records, Midland County, Texas.

0.37699 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lots 1, 2, and 3, and the East 14 feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated December 19th, 1991 from B. G. Grafa and wife, Mable C. Grafa to the City of Midland, recorded at Volume 66 Page 352, Official Public Records, Midland County, Texas.

0.13799 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 24 Except the West 4 feet, Block 2, Resurvey of Russell & High Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 103, Page 1473, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated November 6th, 1995 from Carle E. Schuder and wife, Mary K. Schuder to the City of Midland, recorded at Volume 1341 Page 753, Official Public Records, Midland County, Texas.

0.5449 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 21st, 1998 from A. T. Mendoza to the City of Midland, recorded at Volume 1525 Page 14, Official Public Records, Midland County, Texas

0.75 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 3 and 4, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 9th, 1998 from Faustino Quiroz and spouse, Mary Frances to the City of Midland, recorded at Volume 1525 Page 8, Official Public Records, Midland County, Texas

0.24299 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998 from the City of Midland to the City of Midland, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.5 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.04 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 0.04 acres out of the resurvey of Block 1, Richardson Abilene, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 64, Page 125, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated July 7th, 1945 from Henry Butler and wife, Margaret Butler to the City of Midland, recorded at Volume 86 Page 39, Official Public Records, Midland County, Texas

0.11 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Block 12, Highland Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed Agreement dated May 3rd, 1949 from Aminite Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W. T. Brown, Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, recorded at Volume 110 Page 94, Official Public Records, Midland County, Texas.

0.155 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Tract 12, Block 1 and 2, W W Harris Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Volume 100, Page 602, Plat Records, Midland County, Texas.

1.46 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Riglea Park, Riglea (aka Ida Jo Moore Park) Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet A, Page 74, Plat Records, Midland County, Texas.

0.066 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 87 feet x 35 feet x 80 feet, South Triangle of Block 8, Highland Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 69, Plat Records, Midland County, Texas.

0.0929 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a triangle shaped median or strip of land at the intersection East Louisiana

Avenue and North Lamesa Road (700 North Mineola Street, Midland, Texas; Property ID R25919), Midland County, Texas.

0.021 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a portion of the Southeast corner of Lot 6, Block 28, Cowden, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 22, Plat Records, Midland County, Texas.

W/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

E/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

Lot 2, except 0.035 acres thereof described in Document #2018-3235 from City of Midland to Mark L. Branum, dated 10/12/2018, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

Lot 4, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

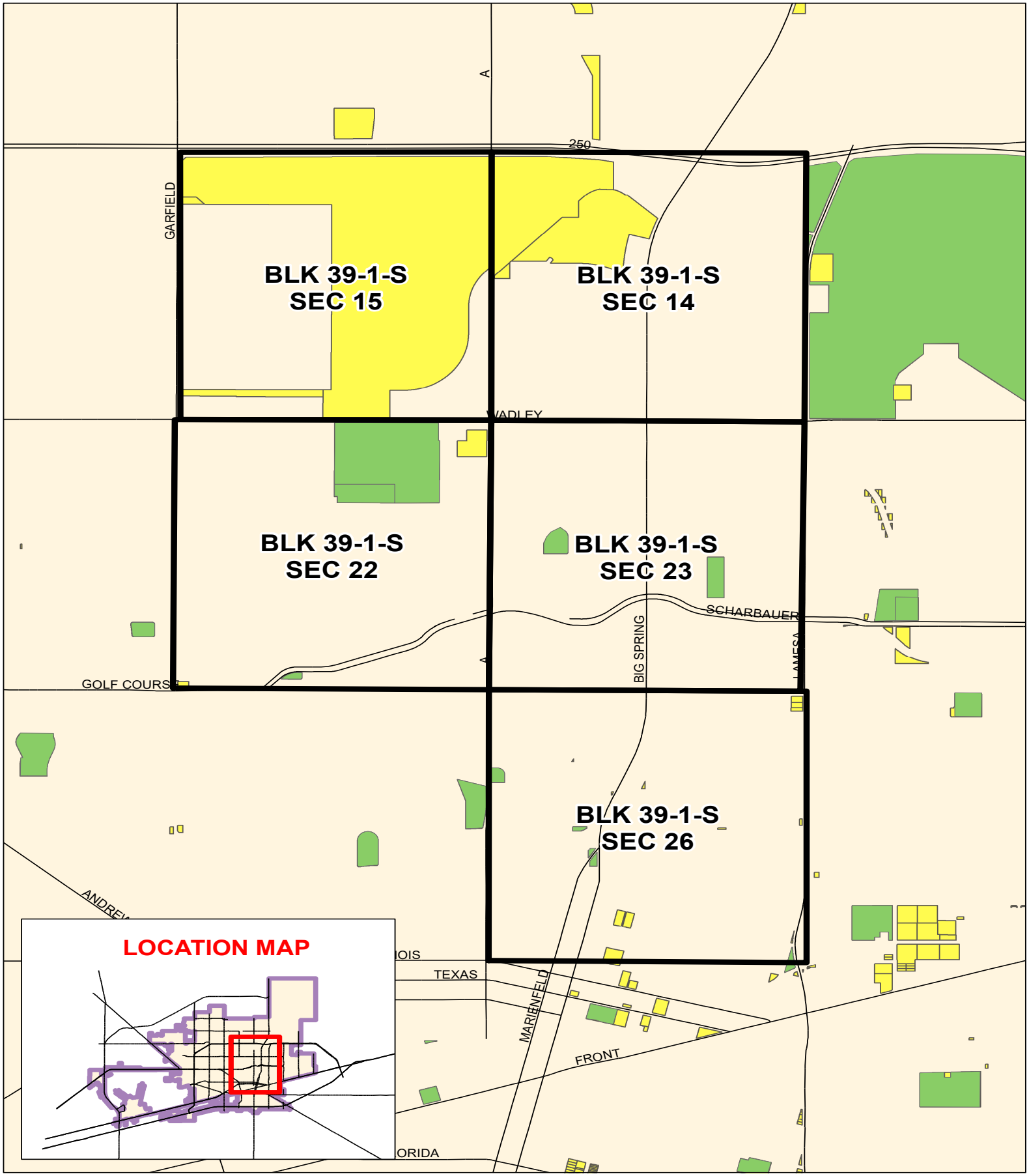
EXHIBIT "D"

Landscaping Schematics and Permanent Fence Schematics









Date: 10/27/2021

Legend

- Street
- Park
- City Limit
- City Owned Parcels

PACKET 47.66

City of Midland
Surface & Mineral Rights

November 16, 2021

0 1,250 2,500 Feet

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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.

OIL AND GAS LEASE

THIS AGREEMENT IS EFFECTIVE the _____ day of _____, 2021, between the City of Midland, Texas, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: City Manager, hereinafter called "Lessor", and Midland-Petro D. C. Partners, LLC, whose address is PO Box 2071, Midland, TX 79702, hereinafter called "Lessee".

1. Lessor in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration, subject to the provisions of paragraph 28 herein, receipt of which is hereby acknowledged, for the royalties herein provided and the covenants, agreements and obligations hereinafter set forth and contained, hereby grants, leases and lets unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas. The land covered hereby (herein "said land", "Leased Premises" or "Premises"), is located in the county of Midland, State of Texas, and is described as shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

For the purpose of determining the amount of any bonus initially paid hereunder said land shall be deemed to contain 743.46 net acres, whether actually containing more or less. In the event it is subsequently determined that said land includes more than 743.46 net acres, then for purposes of determining the amount of any bonus, royalty or other payment hereunder said land shall be deemed to contain such actual number of net acres.

Lessor expressly reserves all minerals other than oil and gas. Notwithstanding anything to the contrary contained herein, in the event Lessor owns any surface rights in said land, Lessor expressly reserves all such surface rights, it being expressly understood and agreed that if Lessor owns any surface rights in said land, Lessee shall have no right to use the surface of said land, even insofar as such use might be reasonable and necessary to the enjoyment of the oil and gas leasehold estate conveyed hereby or as might be reasonable and necessary to its enjoyment of any mineral interests covering all or part of said land, save and except to the extent any surface rights are expressly granted to Lessee by separate surface use agreement entered into between Lessor and Lessee or by separate written consent of Lessor acting by and through the City Manager or other authorized designee.

2. Subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil and/or gas is produced in paying quantities from said land. "Paying quantities" as used in this lease shall mean the interest in production of oil and gas acquired by Lessee herein after the deduction of (1) royalties provided for herein, and (2) all of the non-cost-bearing leasehold burdens of whatever nature owned by third parties which were created by Lessee, its heirs, successors and permitted assigns, sufficient to yield a return in excess of operating expenses. "Operating expenses" for purposes hereof shall mean expenses of operation including reasonable overhead expenses, and exclusive of drilling, completing, casing repair and equipping expenses. All of the foregoing shall be calculated based upon the six (6) calendar months immediately preceding the date of such calculation.

3. When production of oil and/or gas is secured during the term of this lease, Lessee covenants and agrees to pay or cause to be paid to Lessor, at its address shown above, the following royalties which are hereby reserved and retained by Lessor:

(a) Oil. Royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment as hereinafter provided, shall be one-fourth (1/4) of that produced and saved from said land, with Lessee agreeing that in no event shall the proceeds of production received by Lessor be less than one-fourth (1/4) of the actual proceeds of production received by Lessee, or any affiliate of Lessee, for its share of the oil produced from said land.

(b) Gas. Royalty on any gas which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (a) above produced from any well on said land (except as provided herein with respect to gas processed in a plant where there is extraction of gasoline, liquid hydrocarbons or other products) shall be one-fourth (1/4) of that produced and saved from said land, with Lessee agreeing that in no event shall the proceeds of production received by Lessor be less than one-fourth (1/4) of the actual proceeds of production received by Lessee, or any affiliate of Lessee, for its share of the gas produced from said land.

(c) Other Products. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead", "dry" or any other gas, by fractioning, burning or any other processing shall be one-fourth (1/4) of that produced and saved from said land, with Lessee agreeing that in no event shall the proceeds of production received by Lessor be less than one-fourth (1/4) of the actual proceeds of production received by Lessee, or any affiliate of Lessee, for its share of such products produced and saved from said land.

4. If Lessee enters into a gas purchase contract which contains what is commonly referred to as a "take or pay provision" (such provision meaning that the gas purchaser agrees to take delivery of a specified minimum volume or quantity of gas over a specified term at a specified price or to make minimum periodic payments to producer for gas not taken by the purchaser) and the purchaser under such gas purchase contract makes payments to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to one-fourth (1/4) of all such sums paid to Lessee or producer under the "pay" provisions of such gas purchase contract. Said royalty payments shall be due and owing to Lessor within sixty (60) days after receipt of such payments by Lessee. Any royalty payments made to Lessor under the "pay" obligation of any "take or pay" gas purchase contract shall be applied as a credit towards Lessee's royalty obligation. If the gas

purchaser makes up such gas within the period called for in the gas purchase contract, and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such make-up gas. If Lessee is not producing gas in paying quantities from the Leased Premises but is receiving payments under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this lease, but such "take or pay" royalty payments shall be applied as a credit against any shut-in royalty obligation of the Lessee. Lessor shall be a third party beneficiary of any gas purchase contract and/or transportation agreement entered into between Lessee and any purchase and/or transporter or pipeline company of Lessor's gas, irrespectively of any provision of said contracts to the contrary. Further, Lessor shall be entitled to one-fourth (1/4) of the value of any benefits obtained by or granted to Lessee from any gas purchaser and/or transporter from the amendment, modification, extension, alteration, consolidation, transfer, translation or settlement of any gas purchase contract and/or transportation agreement.

5. Notwithstanding anything contained in paragraph 3 or elsewhere in this lease to the contrary, Lessor at any time on sixty (60) days prior notice in writing to Lessee, may require that payment of all or any part of the royalties accrued to Lessor under this lease on oil, gas or any product be made in kind effective as of the first day of the calendar month next following the expiration of said sixty (60) day period or if payment of any such royalties are then being made to Lessor in kind, require that such in kind payment cease and that payment of such royalties thereafter be made as provided in paragraph 3 of this lease. In the event Lessor elects to take in kind, Lessee shall make all its leasehold and pipeline facilities available for Lessor's use with reasonable charge therefor but not to include any charges for capitalized costs or depreciation.

6. Notwithstanding any provisions of paragraph 3 herein to the contrary, if gas or gas-condensate and/or other liquefiable hydrocarbon should be discovered on said land in paying quantities, and after the expiration of the primary term or in the event that this lease is not maintained in effect by any other provision, and such substance or substances are not being sold or used for lack of a suitable market, Lessee may pay as royalty (called "shut-in royalty") the sum of Two Thousand and no/100 Dollars ($2,000.00) per well that traverses the actual Leased Premises, without proportionate reduction, each year commencing on or before ninety (90) days after the well is shut-in or this lease ceases to be maintained in effect pursuant to any other provision, whichever is later, and annually thereafter. Said payment may be mailed to Lessor at its address stated herein on or before said due date. If shut-in royalty is paid, the well or wells for which such payment is made shall be considered for all purposes of this lease to be producing gas in paying quantities; provided that the term of this lease may not be extended after the expiration of the primary term solely by the payment of shut-in royalty for any single period exceeding two (2) consecutive years.

7. Within one hundred twenty (120) days following the date of first sale of oil and/or gas produced from the Leased Premises, all royalties from such production due Lessor by virtue of this lease shall be paid to Lessor or its agent, successors and/or assigns, and such royalties shall be paid on a monthly basis thereafter. If said initial payment is not so made, this lease shall be subject to termination by Lessor by notice in writing to Lessee as described below. From and after the date the initial payment is made all further payments of oil royalty shall be made within thirty (30) days following the last day of the month during which production occurred and with respect to gas within sixty (60) days following the last day of the month during which gas production occurred. In the event such initial or further payments are not so made, Lessor shall have the right to terminate this lease by furnishing a written notice to Lessee and such termination shall be effective sixty (60) days from the date such notice is mailed. Termination of this lease, however, shall not take effect if payment is received by Lessor within sixty (60) days after Lessee's receipt of said notice or Lessee has given written notice of reasonable basis for such non-payment and all undisputed royalties then due are paid within said sixty (60) days. Any royalties provided for in this lease which are suspended or not paid to Lessor within the time period specified therefor shall accrue interest, at the highest lawful rate per annum from due date until paid. Acceptance by Lessor of royalties which are past due shall not act as a waiver of its rights to receive or recover any and all interest due thereon under the provisions hereof.

As security for the payment of the royalties hereunder, Lessee agrees by acceptance hereof that Lessor shall have a first lien and security interest upon the leasehold estate created hereby, the personal property and equipment thereon and the proceeds of production accruing to both Lessor and Lessee and that this lease shall be sufficient as a security agreement and financing statement in all respects.

8. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land. At such time as this lease or a portion thereof has terminated and Lessor makes a demand for such a release, Lessee shall promptly execute and deliver such release to Lessor, failing in which Lessee shall be liable at the rate of One Hundred and No/100 Dollars ($100.00) per day after the thirtieth (30th) day following receipt of Lessor's request, until such release is delivered to Lessor. Failure to deliver a release as provided herein shall entitle Lessor to file a Notice of Termination in the real property records of Midland County designating those parts of the Leased Premises as to which the lease has terminated.

9. Subject to the provisions of paragraph 10 hereof, if after the expiration of the primary term the production of oil or gas should cease from any cause, this lease shall remain in force as long as additional drilling or reworking operations are conducted upon said land with no cessation of more than sixty (60) consecutive days in a good faith effort to discover and produce oil and/or gas and so long thereafter as oil or gas is produced in paying quantities.

10. Notwithstanding anything herein contained to the contrary, at the end of the primary term this lease shall terminate unless Lessee has secured production or is then conducting drilling and/or completion operations on the Leased Premises or on lands pooled together therewith under the terms of this lease or otherwise combined

together therewith under the terms of an agreement executed by both Lessor and Lessee; then, in either event, this lease shall remain in force and effect for one hundred twenty (120) days from the later of the expiration of the primary term or the completion of the last well commenced prior to the expiration of the primary term, then for so long thereafter as Lessee is engaged in continuous drilling operations on said lands with not more than one hundred twenty (120) days elapsing between the completion or abandonment of one well and the commencement of actual drilling operations on the next well; provided, however, that in the event less than one hundred twenty (120) days elapse between the completion or abandonment of one well and the commencement of actual drilling operations on the next well, Lessee shall be permitted to accumulate any unused portion of the 120 day period and add the unused days to the time for drilling any subsequent well so that the time between wells shall in such event be the sum of 120 days plus the sum of all unused days. Accumulated days between wells shall be carried over and accumulated from well to well until all days provided for and accumulated are finally used or exhausted. For purposes of this paragraph, "completion" shall be defined as the date the drilling rig that drilled the applicable well is released, but in no event more than sixty (60) days after total measured depth is reached in the applicable well. Upon Lessee's failure so to drill, this lease shall terminate except as to the following producing proration units:

(a) Subject to paragraph 12, if Lessee has completed a vertical well on said land or on land pooled with the Leased Premises in accordance with the terms of this lease which is producing, or capable of producing, oil or gas in paying quantities from any portion of the Leased Premises, then this lease shall continue in effect as to a tract of land around each such well designated by Lessee not to exceed the minimum number of acres for a proration or spacing unit under applicable special field rules, or if there are no special field rules in effect, then forty (40) acres (plus 10% tolerance) around each such well;

(b) If Lessee has completed a horizontal well on said land which is producing, or capable of producing, oil or gas in commercial quantities, then this lease shall continue in effect as to a tract of land around each such well designated by Lessee not to exceed the minimum number of acres for a spacing or proration unit for horizontal wells under applicable special field rules, or if there are no special field rules in effect, forty (40) acres around each well, plus so much additional acreage as may be permitted pursuant to Rule 86 of the Texas Railroad Commission rules and regulations, plus a tolerance of 10%, around each such well;

(c) In each case, the acreage around such oil or gas well is to be limited as to depths from the surface of the earth down to one hundred feet (100') below the deepest perforation in any horizontal well then producing in paying quantities in such producing proration unit, and this lease shall terminate as to all depths below one hundred feet (100') below the deepest perforation in any horizontal well then producing in paying quantities in such producing proration unit.

11. Upon the later to occur of (a) five (5) years after the expiration of the primary term, or (b) five (5) years after cessation of continuous drilling operations as provided above, this lease shall further terminate as to all lands within each producing proration unit as to all depths between the surface and one hundred feet (100') above the shallowest perforation in any horizontal well then producing in paying quantities in such producing proration unit.

12. Notwithstanding anything to the contrary contained in this lease, including, without limitation, paragraph 10(a) of this lease, but subject to the temporary cessation of production provisions contained in paragraph 9, if at any time after the cessation of continuous drilling operations under paragraph 10 as to any producing proration unit (a) no horizontal well has been drilled and completed in such producing proration unit or (b) all horizontal wells in such producing proration unit have ceased producing in paying quantities, then this lease shall automatically terminate as to such producing proration unit and as to any and all lands pooled or combined with such producing proration unit and Lessee shall plug and abandon all wells located in such lands in accordance with Texas Railroad Commission rules and regulations. In other words, production only from vertical well(s) shall not perpetuate this lease.

13. After any lease termination under paragraphs 10, 11 or 12 or elsewhere under this lease, Lessee shall promptly execute and deliver to Lessor a recordable release of this lease as to the lands and depths as to which the lease has terminated. If Lessee fails to promptly deliver such release to Lessor, Lessor may make a written request to Lessee for such release, and if Lessee fails to execute and deliver such release to Lessor, Lessee shall be liable to Lessor at the rate of One Hundred and No/100 Dollars ($100.00) per day after the thirtieth (30th) day following receipt of Lessor's request, until such release is delivered to Lessor. Failure to deliver a release as provided herein shall entitle Lessor to file a Notice of Termination in the real property records of Midland County designating those parts of the Leased Premises as to which the lease has terminated. Upon any such partial termination each such producing proration unit shall become a separate lease subject to all the terms and provisions hereof so that production and/or operations from one such producing proration unit shall not constitute production and/or operations on any other such proration unit.

14. After the completion of each well under the terms of this lease, Lessee agrees to notify in writing within thirty (30) days after such completion, the City of Midland, Texas and the Midland Central Appraisal District of the location of such well and to provide any and all information requested by such taxing authorities as to any taxes applicable to or to be assessed with respect to such well and/or the lands from which such well is producing.

15. Except as may otherwise be expressly provided in a separate surface use agreement or other written agreement entered into between Lessor and Lessee, Lessee shall not have the right to use water from said Leased Premises for any operations without the advance written consent of the City Manager. Lessee hereby obligates itself to protect the potable water in, under and on said Leased Premises from contamination from oil and gas operations. When required by the Lessor, Lessee obligates itself to leave all or such part as may be designated by Lessor of the casing in any water well drilled at no expense to Lessor. Any water well permitted to be drilled on

the Leased Premises shall be left in a cased and serviceable condition and shall become the property of Lessor upon completion of the operation for which such well was permitted by Lessor.

Lessee covenants and agrees to exercise due diligence and good oilfield practices to protect fresh water strata or sources of supply underlying the Leased Premises from pollution or contamination, including without limitation, contamination from oil, gas, brine and/or salt water produced from wells situated on lands covered by this lease or lands pooled together therewith under the terms of this lease or otherwise combined together therewith under the terms of an agreement executed by both Lessor and Lessee. Without the advance written consent of the City Manager, Lessee shall not dispose of any salt water or produced water or other fluids of any sort on the Leased Premises. To the extent that Lessee is permitted to dispose of salt water or other water produced from the Leased Premises on the Leased Premises pursuant to written agreement with Lessor acting through its City Manager, Lessee shall pay to Lessor a disposal fee at least equal to market rates for salt water disposal in the field where disposed or such higher fee as Lessor and Lessee may agree, at the same time and in the same manner as provided for the payment of royalties in paragraph 3 of this lease. Lessee shall not under any circumstances accept off-Premises fluids of any type for disposal in any facility located on the Leased Premises without the advance consent of the Midland, Texas City Council.

16. The provisions of this lease shall extend to and bind the heirs, successors and assigns of the parties hereto and shall constitute covenants running with the land hereby leased. In order to assure Lessor that operations hereunder shall be conducted by responsible parties for the mutual benefit of Lessor and Lessee hereunder, Lessee agrees that (i) no assignment, farmout or other transfer of more than twenty-five percent (25%), individually or in the aggregate, of Lessee's rights or interest in the lease, whether voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner, shall be made without the prior written consent of Lessor and (ii) no assignment, farmout, transfer or other transaction that could reasonably require, lead to a vote for, or otherwise result in a change of the operator of this lease, shall be made without the prior written consent of Lessor. Lessor shall be furnished with a complete address and telephone number of any proposed or permitted assignee of this lease in addition to a recorded copy of any and all permitted assignments of this lease which have been properly filed for record, such recorded copy to be delivered to Lessor within thirty (30) days of such permitted assignment. If Lessee fails to secure prior written consent of Lessor to any such assignment, farmout, transfer or transaction, such assignment, farmout, transfer or transaction shall be void. Lessor shall be under no obligation, implied or otherwise, to approve any proposed assignment, farmout, transfer or transaction by Lessee or its permitted successors.

The rights and estate of Lessor may be assigned from time to time in whole or in part. All the covenants, obligations and consideration of this lease shall extend to and be binding upon the parties hereto, their respective heirs, successors and permitted assigns. No change or division of the ownership of said land, royalties or other monies or any part hereof however effected shall increase the obligation or diminish the rights of Lessee, including, but not limited to, the location in drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof to Lessee, its successors or assigns, no change or division of the ownership of said land or of the royalties or other monies or the right to receive the same shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner notice of such change or division supported by either original or duly certified copies of the instruments which have been properly filed for record which evidence such change or division together with any such court records and proceedings, transcripts or other documents as shall be necessary to establish the validity of such division or change. Any assignment or relinquishment shall not relieve the Lessee of any obligations theretofore accrued hereunder, or impair the lien provided for by law and in this lease.

17. **LESSEE HEREBY RELEASES, ACQUITS AND DISCHARGES LESSOR, AND ITS RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM ALL AND ANY ACTIONS AND CAUSES OF ACTION OF EVERY NATURE, OR OTHER HARM, INCLUDING ENVIRONMENTAL HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, INCLUDING, BUT NOT LIMITED TO, ALL LOSSES AND EXPENSES WHICH ARISE OUT OF, ARE INCIDENTAL TO, OR RESULT FROM, THE OPERATIONS OF OR ON BEHALF OF LESSEE ON THE PREMISES, OR THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS LEASE, OR BY ANY ACT OR OMISSION OF LESSEE FOR WHICH LESSEE MAY BE HELD STRICTLY LIABLE. FURTHER, LESSEE HEREBY AGREES TO BE LIABLE FOR, EXONERATE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, ACTIONS PERSONAL INJURY (INCLUDING DEATH), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS AND EXPENSES), INCLUDING THOSE RELATED TO ENVIRONMENTAL HAZARDS ON THE PREMISES OR IN ANY WAY RELATED TO LESSEE'S OPERATIONS OR ANY OTHER OF LESSEE'S ACTIVITIES ON THE PREMISES; THOSE ARISING FROM LESSEE'S USE OF THE SURFACE OF THE PREMISES; AND THOSE THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS LEASE OR ANY OTHER ACT OR OMISSION OF LESSEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, GUESTS OR INVITEES. EACH ASSIGNEE OF THIS LEASE, OR AN INTEREST THEREIN, AGREES TO BE LIABLE FOR, EXONERATE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNFIED PARTIES IN THE SAME MANNER PROVIDED ABOVE IN CONNECTION WITH THE ACTIVITIES OF SUCH LESSEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, GUESTS OR INVITEES AS DESCRIBED IN THIS PARAGRAPH.**

Lessee shall assure that Lessee and any person acting on Lessee's behalf under this lease carries the following insurance with one or more insurance carriers licensed by the Texas Department of Insurance at any and all times such party or person is on or about the Premises or acting pursuant to this lease, in such amounts as stated below or as from time to time may be reasonably required by Lessor:

i. Worker's Compensation Insurance to cover full liability under the Worker's Compensation laws of the state in which the Premises are located;

ii. Employer's Liability Insurance with limits of not less than $500,000.00 for accidental injury or death of one or more employees;

iii. Comprehensive General Public Liability Bodily Injury Insurance with limits of liability of not less than $1,000,000.00 for the accidental injury or death of one person, and $1,000,000.00 for accidental injury or death of more than one person as the result of one accident or occurrence;

iv. Comprehensive General Public Liability Property Damage Insurance with limits of not less than $1,000,000.00 for damage to property as a result of one accident or occurrence;

v. Automobile Public Liability and Property Damage Insurance combined with the limits of not less than $500,000.00 for injuries to or death of one person or property damage, and $1,000,000.00 for injuries to or death of more than one person and property damage as the result of one accident;

vi. Umbrella Liability with limits of not less than $5,000,000.00 per occurrence; and

vii. Care, custody and control coverage with limits of not less than $100,000.00, or in lieu of coverage, Broad Form Property Damage endorsement.

The Lessee shall cause certificates of insurance evidencing the above coverage to be provided promptly upon request to Lessor, or to such other representative(s) of Lessor as Lessor may from time to time designate but in any event in advance of conducting any physical entry on the Leased Premises. The insurance policies required above, except under item (i), shall name the City of Midland, Texas, as additional insured with regard to the Leased Premises; shall reflect that the City of Midland, Texas will receive thirty (30) days prior written notice of cancellation or material changes in coverage; and shall reflect that the insurer has waived any right of subrogation against the City of Midland, Texas.

18. This lease is executed without warranty, express or implied. If Lessor owns less than the entire estate in oil and gas in all or any part of said land, royalties payable hereunder shall be paid only in the proportion which the interest covered by this lease bears to the whole and undivided fee simple estate except as otherwise expressly provided for in this lease.

19. In the event a well or wells are brought in on adjacent land and within 330 feet of the Leased Premises Lessee agrees, within one hundred eighty (180) days after such well commences actual production, to commence drilling such offset well or wells as a prudent operator would drill under the same or similar circumstances. In lieu of drilling such offset to any such oil or gas well, Lessee shall have the option of either releasing this lease as to the stratigraphic equivalent of the zone or horizon which corresponds with that being produced in the offset well and within a tract of land in as near the form of a square as possible and constituting what would be the proration unit established in conformity with the field rules or spacing laws prescribed or permitted with respect to such offset well, with Lessee retaining all other rights within such tract, or pay Lessor monthly, as compensatory royalty, a sum equal to the payments which would be payable under this lease on the production from such offset well had same been produced from the above Leased Premises and, as long as Lessee may elect to pay such royalty in lieu of drilling an offset well, Lessee shall have satisfied its offset obligations to Lessor as to such well.

20. Lessee is hereby granted the right and power to pool this lease, the Leased Premises covered by it or any part or horizon thereof for the production of oil or gas with such other land, leases, mineral estates or parts thereof as specifically described in and pursuant to the terms of (a) the "Chaparral Unit", as defined in that certain Pooling Authority for the Chaparral Unit dated on or about the date hereof and executed by and between Lessor and Lessee, and (b) the "Knight Unit", as defined in that certain Pooling Authority for the Knight Unit dated on or about the date hereof and executed by and between Lessor and Lessee. Except as specifically provided in the preceding sentence, Lessee shall have no right to pool or unitize any lands covered by this lease, or any portion thereof, without the prior written consent of Lessor, which consent shall be in Lessor's sole discretion. Lessee shall file such written unit designations for record in the office of the county clerk of the county in which the Premises are located before completion of any well in said units. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the lands described in this lease and included in such unit. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land included in said unit under the terms of this lease. Notwithstanding such allocation, the formation of any unit hereunder shall not have the effect of exchanging or transferring any interest under this lease between parties owning different interests as between lands covered by this lease and lands not covered. If this lease now or hereafter covers separate tracts (a "separate tract" meaning any tract with royalty ownership differing, either as to parties or amounts, from that as to any other part of the Leased Premises), no pooling or unitization of royalty interests

as between any such separate tracts is intended or shall be implied from inclusion of such separate tracts within this lease, from the existence of Lessee's pooling authority herein, or from any other circumstances except by Lessee's express exercise of the pooling authority in the manner herein prescribed, nor shall this lease or the pooling authority hereby granted be construed as constituting an attempt or offer by Lessor to pool or unitize any interest which Lessor has no right or authority to pool or unitize, any such intention to pool or unitize such interests or to apportion any royalty over which Lessor has no such right being expressly disclaimed. Should this lease expire or terminate from any cause, in whole or in part, Lessor's interest in any land no longer subject to this lease shall not be subject to any pooling or unitization effected under the terms hereof, anything herein to the contrary notwithstanding.

21. Should Lessee be prevented from complying with any express or implied covenants of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, or by any federal, state or local law, ordinance or any order, rule or regulation of any governmental authority, or due to the failure to act by any governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable in damages for failure to comply therewith and the time provided for compliance shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas from the said land, and the time while Lessee is so prevented shall not be counted against Lessee. However, nothing described in this paragraph 21 shall excuse Lessee from paying, or extend the time for paying, any royalty, shut-in gas royalty or other payment payable in money hereunder, or serve to extend the primary term of this lease beyond five (5) years from the date hereof.

22. Except as otherwise provided herein, Lessee shall have the right and obligation at any time during or within ninety (90) days after the expiration of this lease as to any portion of said land, to remove all property and fixtures placed by Lessee on any such portion of said land, including the right to draw and remove all casing, then belonging to Lessee and not taken over by Lessor under some other provision of this lease. If Lessee fails to remove such property and fixtures within said ninety (90) days, such property and fixtures may be removed by Lessor at Lessee's expense; provided, however, Lessee shall not be relieved of its liability to plug any well so abandoned.

23. Lessee agrees to notify Lessor in advance, in writing, of the location of all wells containing a surface location to be drilled on the Leased Premises prior to commencement of operations and shall provide copies of all reports filed with the State of Texas or its agencies, when filed, including permit applications, completion, plugging, casing, cementing and production reports.

24. Lessee agrees that it will comply in all its operations with all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over such operations, including, without limitation, the City of Midland Oil and Gas Drilling requirements as applied under current Ordinance 8769, as codified in the City of Midland Municipal Code Section 6-1-23, as the same may be hereafter amended from time to time, if and to the extent applicable. Without limiting the foregoing, in the event any portion of the Leased Premises is located in or near any airport, Lessee shall comply in all its operations with all applicable Federal Aviation Administration rules and regulations and shall secure in advance all necessary approvals, permits and consents, and shall in addition comply with all reasonable directions of the City of Midland Director of Aviation relating to the public safety and welfare, and the safety of aviation related activities, including without limitation directives, rules and regulations relating to equipment height, location and safety markings. Without limiting any of the foregoing, Lessee acknowledges and agrees that (i) to its knowledge it has satisfied itself as to all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over the Leased Premises, this lease, and Lessee's operations, including, without limitation, all federal laws and all applicable Federal Aviation Administration rules, regulations and requirements, and (ii) Lessor has made no representations or warranties that the terms, provisions or conditions of this lease comply with such applicable ordinances, laws, rules or regulations.

25. The venue for any suit arising out of any provision of this lease, whether express or implied, regarding interpretation, breach or alleged breach of this lease, or relating in any way to this lease or to applicable case law, statutes, or administrative rules, shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this lease shall be deemed to have been performed in Midland County, Texas. This lease and all matters pertaining thereto shall be governed by the laws of the State of Texas without reference to any rule or law that would apply the law of another jurisdiction.

26. By executing this lease Lessor is not waiving its right of sovereign immunity. Lessor is retaining its immunity from suit. Lessor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

27. By executing this lease, **LESSEE AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST LESSOR, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LEASE, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS LEASE. LESSEE SPECIFICALLY AGREES THAT IF LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LEASE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LEASE, 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), LESSEE AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH**

LESSEE MIGHT OTHERWISE BE ENTITLED. Lessee agrees that this is the intentional relinquishment of a presently existing right. Lessee acknowledges that it understands all terms and conditions of this lease.

28. Lessor and Lessee acknowledge that the full amount of the $9,293,250.00 bonus payment payable to Lessor by Lessee is due on or before thirty (30) days after the effective date of this lease. Lessee acknowledges and agrees that in the event Lessee fails to timely make said bonus payment, Lessor shall have the right to terminate this lease by giving written notice to Lessee of said termination.

29. Lessee agrees that in the event Lessee has not drilled and completed eleven (11) or more horizontal wells within the Leased Premises on or before three hundred sixty-five (365) days after the date of cessation of continuous drilling operations as provided under paragraph 10 of this lease, Lessee shall pay to Lessor as liquidated damages an amount equal to the product of: (a) Seven Hundred Fifty Thousand Dollars ($750,000.00) multiplied by (b) the positive difference between eleven (11) and the number of horizontal wells drilled and completed by Lessee within the Leased Premises on or before three hundred sixty-five (365) days after the date of cessation of continuous drilling operations as provided under paragraph 10 of this lease. Such amount shall be due to Lessor on or before three hundred ninety-five (395) days after the date of the cessation of continuous drilling operations as provided under paragraph 10 of this lease. Lessor and Lessee acknowledge and agree that (i) Lessor's actual damages upon Lessee's failure to drill and complete the above-stated number of horizontal wells within the Leased Premises within the stated time period would be difficult to ascertain with certainty, (ii) that the amount payable to Lessor as calculated under this paragraph is a reasonable estimate of such actual damages, and (iii) such liquidated damages do not constitute a penalty.

30. Lessee agrees to drill and complete on or before the end of the primary term: (a) a minimum of one horizontal well in the "Chaparral Unit", as defined in that certain Pooling Authority for the Chaparral Unit dated on or about the date hereof and executed by and between Lessor and Lessee, and (b) a minimum of one horizontal well in the "Knight Unit", as defined in that certain Pooling Authority for the Knight Unit dated on or about the date hereof and executed by and between Lessor and Lessee. In the event Lessee does not drill and complete such horizontal wells within the timeframe and other requirements set forth in the immediately preceding sentence, notwithstanding anything to the contrary contained in this lease, including, without limitation, paragraph 10 of this lease, this lease shall automatically terminate as to all of the Leased Premises at the end of the primary term without any action being required by Lessor. For clarification, notwithstanding anything to the contrary contained in this lease, including, without limitation, paragraph 10(a) of this lease, in the event this lease automatically terminates pursuant to the provisions of this paragraph, the drilling of any vertical well on the Leased Premises prior to such termination shall not perpetuate this lease as to any lands or depths. For purposes of this lease, (i) a "horizontal well" means a well containing a wellbore intentionally deviated from the vertical such that the productive portion of the wellbore extends a minimum of five thousand (5,000) feet laterally in the target formation, and (ii) a "vertical well" means any well other than a horizontal well.

31. Notwithstanding anything to the contrary contained in this lease or in any instrument executed between Lessor and Lessee contemporaneously with this lease, as to any bonus, royalty, shut-in royalty or other payments due to Lessor under the terms of this lease, such payments shall be allocated proportionately based upon the net acres covered by this lease attributable to Midland Airpark and the net acres covered by this lease attributable to the City of Midland, Texas. In connection with the foregoing, all such payments shall be paid in two separate payments as follows: (a) one payment payable to City of Midland Airport Fund including such amount(s) attributable to Midland Airpark as aforesaid and specifying that such payment pertains to Midland Airpark net acreage covered by this lease, and (b) one payment payable to City of Midland General Fund including such amount(s) attributable to the City of Midland, Texas as aforesaid and specifying that such payment pertains to City of Midland, Texas net acreage covered by this lease. Lessor shall provide Lessee, in writing, with net acreage allocation amounts to be used for dividing such payments, and Lessee shall use such amounts in connection with calculating such payments. Lessee may rely upon the direction provided by the City of Midland and shall not be required to reimburse the City of Midland Airport Fund or the City of Midland General Fund in connection with any such payments made by Lessee pursuant to instructions provided by the City of Midland that prove to be incorrect. For clarification and without limiting the foregoing, in the event any portion of the Leased Premises is included in a pooled unit in accordance with the terms of this lease, royalty payments hereunder will be divided based upon the net acres covered by this lease attributable to Midland Airpark and the net acres covered by this lease attributable to the City of Midland, Texas, in each case within the designated pooled units. Notwithstanding the foregoing and without limiting any other provision(s) of this lease, as to any payments that may be due to Lessor in connection with any surface rights owned by Lessor in the Leased Premises, such surface rights payments shall be payable in full to City of Midland General Fund and shall not be allocated between Midland Airpark net acreage and City of Midland, Texas net acreage.

32. No amendment, modification, or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

33. The rights and remedies provided by this lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive such party's rights to use any or all other remedies. The rights and remedies provided in this lease are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

34. There is no third party beneficiary to this lease. No person or entity who is not a party to this lease shall have any third party beneficiary or other rights hereunder.

35. The parties hereto shall execute a Memorandum of Lease in form and substance mutually agreeable to the parties contemporaneously with execution of this lease, and Lessee shall promptly file the Memorandum in the

public records of the county where the Leased Premises are located. The Memorandum shall provide notice of the existence of this lease and the interests granted or reserved in this lease.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF this lease is executed by the parties hereto effective as of the effective date of said lease.

LESSOR:

CITY OF MIDLAND, TEXAS

By:_____
Name:_____
Title:_____

LESSEE:

MIDLAND-PETRO D. C. PARTNERS, LLC

By:_____
Name: J. Wayne Bailey
Title: Attorney-In-Fact

[Acknowledgements on following page]

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of the City of Midland, Texas, a municipal corporation, on behalf of said entity.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 2021, by J. Wayne Bailey, as Attorney-In-Fact of Midland-Petro D. C. Partners, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

EXHIBIT "A"
DESCRIPTION OF
LANDS

(Section 14)
Being 103.799 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, In Book 79, Page 557, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 0.73 acres of land, more or less, in the Southeast (SE) corner of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 360, Page 431, Deed Records, Midland County, Texas.

6. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)
Being 492.0873 net mineral acres of land, more or less, out of a 640 acre Section being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Section and the following conveyed tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully

described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

37.460 acres of land, more or less, being the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except a 2.54 acre tract which was conveyed by Warranty Deed from the City of Midland to Hillander School filed on August 26, 1965, in Book 453, Page 163, Deed Records, Midland County, Texas, and being subject to a one-half (1/2) mineral reservation by A.J. Anderson and Lucille Anderson, husband and wife, to Sam Lundie by Warranty Deed filed on May 11, 1929, in Book 44, Page 430, Deed Records, Midland County, Texas.

43.9927 acres of land, more or less, being in Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being further described in the two following tracts:
Tract 1.
Being all of Lot 1, Block 1, Midland Airpark, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet F, Page 188, Plat Records of Midland County, Texas.
SAVE AND EXCEPT a 1.5 acre tract of land being described by metes and bounds.
Tract 2.
A tract of land located in the Southwest part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of the area shown as a drainage right-of-way on a plat named Midland Airpark as recorded in Cabinet F, Page 188 of the Midland County Plat Records less a SAVE AND EXCEPT tract being a 0.4973 acre tract described by metes and bounds.
Both tracts being more fully described by metes and bounds in Mineral Deed dated January 15, 2013 from Andrea Holt Catania and Holly Holt Williamson, Co-Independent Executrixes for the Estate of Robert B. Holt, Deceased, to the City of Midland as Document Number 2013-1544, Official Records, Midland County, Texas, whereas the City of Midland received 60% of the minerals and all of the Executive Rights of said land.

(Section 22)
0.518 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of Lots 8 and 9, Block 1, of the Berkshire Place Addition to the City of Midland, Midland County, Texas, as shown by the official map of plat thereof of record in the office of the County Clerk of Midland County, Texas and being more particularly described in that certain Warranty Deed dated March 10, 1958 from William D. Hays, Jr., Individually and as general partner in Hays Construction Company, a co-partnership, to the City of Midland, Texas and recorded at Volume 304, Page 27, Deed Records, Midland County, Texas.

0.761 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a portion of Avalon Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 100, Page 545, Deed Records, and being more particularly described in the two following Warranty Deeds:

1. Being 0.254 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated July 18, 1954 from Ben H. Greenberg and wife, Dora Greenberg to the City of Midland, Texas and recorded at Volume 216, Page 413, Deed Records, Midland County, Texas.

2. Being 0.504 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated June 17, 1998 from C.R. Bailey, joined herein by his wife, Virginia H. Bailey to the City of Midland, Texas and recorded in Volume 1571, Page 367, Deed Records, Midland County, Texas.

98.901 acre tract of land in the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being more particularly in the two following Warranty Deeds:

1. Being 80 acres of land being the N/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds, and being conveyed from William P. Bodine, now a single person, and J.A. Bodine and wife, Oza Bodine, Laverne Murchison (nee Bodine) and husband, Gaines Murchison, and patsy Gene Miles (nee Bodine) and

husband, Terrell Miles, the only heirs of Margie Ann Bodine, to the City of Midland dated November 13, 1942, and recorded in Volume 73, Page 351, Deed Records, Midland County, Texas; and

2. Being 18.901 Acres, known as the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being conveyed from O.M. Tyner and wife, Bessie Tyner to the City of Midland dated December 14, 1942, and recorded in Volume 73, Page 361, Deed Records, Midland County, Texas.

Save and Except the following conveyed tracts of land:

SAVE AND EXCEPT:
5 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, more particularly described by metes and bounds in that Special Warranty Deed dated November 23, 1964 from the City of Midland, Texas, a Home Rule Municipal Corporation to the Midland Council for Retarded Children, Inc., recorded at Volume 441, Page 326 of the Deed Records of Midland County, Texas. Also, known as Lot 1, Block 4 of the “A” Street Community Center, Section 4, an Addition to the City of Midland, Midland County, Texas, according to map or plat or map thereof of record in Cabinet B, Page 359, Plat Records, Midland County, Texas

5.158 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in that Special Warranty Deed dated June 24, 1965 from The City of Midland, Texas, a Home Rule Municipal Corporation, to Oaklawn Park Baptist Church, Inc., recorded in Volume 450, Page 279 of the Deed Records of Midland County, Texas. Also known as Lot 2, Block 1, “A” Street Community Center, Section 5, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 396, Plat Records, Midland County, Texas.

3.86 acre tract of land out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in Special Warranty Deed dated July 7, 1971 from the City of Midland, a municipal corporation, to City of Midland Swim Team, Inc. recorded in Volume 551, Page 32, Deed Records, Midland County, Texas. Also known as Lot 3, Block 6, "A" Street Community Center Section 9 according to the map or plat thereof of record in Cabinet I, Page 171, Plat Records, Midland County, Texas.

0.282 acres of land, more or less, being the North 75 feet of Lot 2, Block 3, “A” Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

0.617 acres of land, more or less, being Lot 5, Block 3, “A” Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

Being 83.984 net mineral acres out of the 98.901 acre tract of land out of the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

(Section 23)
5.124 acres, more or less, being all of Blocks 1, 2, and 3, of a subdivision of Tracts 31, 32, and 33, Morningside Addition, an addition to the City of Midland, Midland County, Texas, as per plat thereof of record in Volume 180, Page 124, Deed Records, Midland County, Texas, and being more particularly described in Warranty Deed dated April 4, 1955 from W.R. Upham and wife, Lucille A. Upham and H.C. Avery, Jr. and wife, Edith Avery to the City of Midland, Texas recorded in Volume 228, Page 420, Deed Records, Midland County, Texas and Ordinance dated April 26, 1955 petitioned by the Midland Independent School District to the City Council of the City of Midland, which it was ordained to vacate, abandon, and close certain streets, being described in Volume 230, Page 5, Deed Records, Midland County, Texas.

5.33 acre Park Site out of a 10 acre tract situated in the SE corner of W/2 of NW/4, Section Twenty-three (23), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds and being more particularly described in Warranty Deed dated March 24, 1958 from Paul McHargue to the City of Midland, a municipal corporation, of the County of Midland, Texas recorded in Volume 288, Page 84, Deed Records, Midland County, Texas.

(Section 26)
0.138 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as all of Lot 24 except the West 4 feet thereof, in Block 2 of Russell & High Addition, an addition to the City of Midland, Midland County,

Texas, according to the map or plat thereof recorded in Volume 103, Page 473 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated November 6, 1995, from Carl E. Schuder and wife, Mary K. Schuder to the City of Midland, and recorded at Volume 1341, Page 753, Deed Records, Midland County, Texas.

0.75 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Lots 3 and 4, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas. and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from Faustino Quiroz and spouse, Mary Frances Quiroz to the City of Midland, Midland County, Texas and recorded at Volume 1525, Page 8, Deed Records, Midland County, Texas.

0.545 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas., and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from A.T. Mendoza to the City of Midland, recorded in Volume 1525, Page 14, Deed Records, Midland County, Texas.

1.468 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Ida Jo Moore Park, in Ridglea Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 130, Page 237, Deed Records, No conveyance could be found of record conveying an interest to the City of Midland.

0.239 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Block 12, Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.066 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a small triangle of land located in Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.377 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lots 1, 2, 3, and the East 14 Feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed dated June 11, 1940, from B.G. Grafa and wife, Mable Grafa to the City of Midland, recorded in Volume 66, Page 352, Deed Records, Midland County, Texas.

0.805 acres of land, more or less, being Lots 7-11, Block 1, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated August 18, 1988 executed by Georgina G. Figueroa to the City of Midland, recorded in Volume 979, Page 115 of the Deed Records of Midland County, Texas.

0.161 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas, and being known as Lot Twelve (12), Block One (1), Original Town, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 3, Pages 232 and 233, Deed Records, Midland County, Texas, and being more particularly described in that certain Deed, dated November 15, 1988, from Vincenta Rodriguez, joined by husband, Ruben P. Rodriguez to City of Midland, recorded at Document Number 986-309, Deed Records, Midland County, Texas.

N 100' of NW/4, Block 2, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the East One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded

in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Special Warranty Deed dated February 8th, 1989 Prudential Insurance Company of America to the City of Midland, recorded at Volume 994 Page 524, Official Public Records, Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the West One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Warranty Deed dated December 19th, 1991 from MWJ Producing Company to the City of Midland, recorded at Volume 1106 Page 199, Official Public Records, Midland County, Texas.

0.37699 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lots 1, 2, and 3, and the East 14 feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated December 19th, 1991 from B. G. Grafa and wife, Mable C. Grafa to the City of Midland, recorded at Volume 66 Page 352, Official Public Records, Midland County, Texas.

0.13799 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 24 Except the West 4 feet, Block 2, Resurvey of Russell & High Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 103, Page 1473, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated November 6th, 1995 from Carle E. Schuder and wife, Mary K. Schuder to the City of Midland, recorded at Volume 1341 Page 753, Official Public Records, Midland County, Texas.

0.5449 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 21st, 1998 from A. T. Mendoza to the City of Midland, recorded at Volume 1525 Page 14, Official Public Records, Midland County, Texas

0.75 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 3 and 4, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 9th, 1998 from Faustino Quiroz and spouse, Mary Frances to the City of Midland, recorded at Volume 1525 Page 8, Official Public Records, Midland County, Texas

0.24299 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998 from the City of Midland to the City of Midland, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.5 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.04 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 0.04 acres out of the resurvey of Block 1, Richardson Abilene, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 64, Page 125, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated July 7th, 1945 from Henry Butler and wife, Margaret Butler to the City of Midland, recorded at Volume 86 Page 39, Official Public Records, Midland County, Texas

0.11 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Block 12, Highland Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed Agreement dated May 3rd, 1949 from Aminite Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W. T. Brown, Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, recorded at Volume 110 Page 94, Official Public Records, Midland County, Texas.

0.155 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Tract 12, Block 1 and 2, W W Harris Addition,

an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Volume 100, Page 602, Plat Records, Midland County, Texas.

1.46 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Riglea Park, Riglea (aka Ida Jo Moore Park) Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet A, Page 74, Plat Records, Midland County, Texas.

0.066 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 87 feet x 35 feet x 80 feet, South Triangle of Block 8, Highland Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 69, Plat Records, Midland County, Texas.

0.0929 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a triangle shaped median or strip of land at the intersection East Louisiana Avenue and North Lamesa Road (700 North Mineola Street, Midland, Texas; Property ID R25919), Midland County, Texas.

0.021 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a portion of the Southeast corner of Lot 6, Block 28, Cowden, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 22, Plat Records, Midland County, Texas.

W/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

E/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

Lot 2, except 0.035 acres thereof described in Document #2018-3235 from City of Midland to Mark L. Branum, dated 10/12/2018, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

Lot 4, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2021, by and between the **CITY OF MIDLAND, TEXAS**, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right-of-Way Manager ("Surface Owner") and **MIDLAND-PETRO D.C. PARTNERS, LLC**, whose address is P.O. Box 2071, Midland, Texas 79702 ("Lessee"), covering the following described lands located in Midland County, Texas (the "Surface Premises"):

See Exhibit "A" attached hereto for a complete description of lands owned by Surface Owner and covered by this Agreement.

Reference is made to that certain Oil and Gas Lease described on Exhibit "B" attached hereto reference to which is hereby made for all purposes (the "Lease"), covering the lands described on Exhibit "B" (the "Leased Premises"). It is the purpose of this Agreement to provide for protection of the surface estate and water resources of the Leased Premises and Surface Premises in connection with oil and gas exploration, development and production under the Lease.

Accordingly, it is agreed as follows:

1. NOTICE BETWEEN SURFACE OWNER AND LESSEE:

(a) Prior to commencing any operations, including, without limitation, seismic, drilling or reworking operations, or road, pipeline or other construction, on the Surface Premises, Lessee shall notify Surface Owner in writing of the specific activity that is to be conducted and the approximate date and location of such activity, such notice to be given within thirty (30) days prior to the actual commencement of operations, provided that any such operations shall commence on or before the end of the primary term of the Lease (the "Drilling Commencement Date").

(b) Lessee agrees to designate in writing the name of the person or persons with whom Surface Owner may communicate about the activities being conducted on the surface and with whom Surface Owner may resolve issues that arise.

(c) All communications by Lessee to Surface Owner shall be directed to:

(d) Name: Mr. John Simmons, Right-of-Way Manager

Address: P.O. Box 1152
Midland, Texas 79702

Phone: 432-685-7470

Email: jsimmons@midlandtexas.gov

2. REASONABLE USE:

Lessee agrees that it shall not be entitled to use any more of the surface of the Surface Premises than is reasonably necessary and that all surface installations shall be kept to a reasonable minimum consistent with good operating practices. Additionally, Lessee hereby acknowledges and agrees that notwithstanding any implied right of use under the laws of the State of Texas that might otherwise apply relating to exploitation of the mineral estate under the Leased Premises, all operations conducted pursuant to the Lease will be conducted in compliance with the terms of this Agreement. Lessee agrees that due to the proximity of the Leased Premises to the active runways at Midland Airpark, Lessee shall prepare and provide to Surface Owner prior to any drilling on the Surface Premises, at Lessee's sole cost and expense, an aeronautical study requested by the Federal Aviation Administration ("FAA") in connection with the necessary permits to drill in the vicinity of Midland Airpark. Surface Owner agrees to reasonably cooperate with and assist Lessee in obtaining all necessary permits required for drilling on the Surface Premises from the FAA, provided that (y) Lessee shall promptly reimburse Surface Owner up to $7,500.00 annually for any and all out of pocket costs and expenses incurred by Surface Owner in connection with Surface Owner's cooperation with and assistance of lessee in obtaining all necessary permits required for drilling on the Surface Premises from the FAA, and (z) Lessee acknowledges and agrees that

Surface Owner makes no representation, warranty or guaranty that the FAA will approve any such requested permit for drilling on the Surface Premises.

Surface Owner and Lessee acknowledge this Agreement is executed in conjunction with the Lease, which will benefit both the Surface Owner and the Lessee by the development of the oil and gas owned by the Surface Owner under the Surface Premises and oil and gas owned by the Surface Owner under other properties in proximity to the Surface Premises. Surface Owner and Lessee acknowledge in the future there may be the necessity to make modifications to this Agreement and specifically Exhibit "A-1" to this Agreement. Such modifications will be evidenced by amendments to this Agreement to be approved and signed by Lessee and the City Manager of the City of Midland, Texas; provided, however, that notwithstanding anything to the contrary contained in this paragraph or elsewhere in this Agreement, any modification or amendment to this Agreement shall be at Surface Owner's sole discretion.

3. ACCESS AND FENCES:

(a) Lessee agrees to access, cross and exit the Surface Premises only in the locations and along the routes on the roads shown on Exhibit "A-1", provided that Lessee may access or cross any area within the perimeter fences of Lessee's multi-well pads located on the Surface Premises. Lessee and all persons entering or leaving the Surface Premises in connection with Lessee's operations hereunder shall keep all outside and interior gates securely closed except during drilling and completion operations. At any gate that is to be locked, Surface Owner may install its own lock in addition to Lessee's lock. Lessee and all persons entering or leaving any portion of Midland Airpark in connection with Lessee's operations hereunder shall observe and comply with all FAA rules, regulations and requirements, including, without limitation, obtaining any and all necessary permissions to access Midland Airpark.

(b) Lessee will construct, prior to Lessee's commencement of any operations on the Surface Premises and at Lessee's sole cost and expense, a temporary access road off Big Spring Street north of the 9.25 acre pad for entrance to the Surface Premises in the location shown on Exhibit "A-1" (the "Temporary Access Road"). The parties hereto acknowledge and agree that the Temporary Access Road is intended to be and shall be the primary route of access to the Surface Premises to be used by Lessee in connection with its operations on the Surface Premises. Except as to roads located within the perimeter fences of Lessee's multi-well pads located on the Surface Premises, Lessee shall not commence to construct any new roads not shown on Exhibit "A-1" upon the Surface Premises without the prior written approval of Surface Owner, which approval shall be at Surface Owner's sole discretion. Lessee may construct, at Lessee's sole cost and expense, roads within the perimeter fences of Lessee's multi-well pads located on the Surface Premises without Surface Owner's approval. Excluding roads located within the perimeter fences of Lessee's multi-well pads located on the Surface Premises, any and all new roads on the Surface Premises approved by Surface Owner and to be used by Lessee in connection with its operations shall be constructed by Lessee at Lessee's sole cost and expense and in accordance with such specifications as may be required by Surface Owner. All roads used or constructed by Lessee shall be topped and crowned with a minimum of 9" of caliche and shall have magnesium chloride applied to the road surface after the completion of road construction, or shall be paved, as required by Surface Owner; provided that as to roads located within the perimeter fences of Lessee's multi-well pads located on the Surface Premises, Lessee may determine whether such roads shall be caliche as aforesaid or paved. While under construction, roads will be kept wet down to avoid excessive dust. Notwithstanding that Surface Owner may use all roads used by Lessee for any and all purposes, Lessee shall maintain all roads used by Lessee in good repair, and all roads shall be maintained as all-weather caliche or paved roads, as applicable, at all times. All holes and ruts in roads used by Lessee shall be filled as soon as practical by Lessee. Lessee shall install adequate culverts wherever any road constructed or used by Lessee crosses a natural drainage, and except as provided below all roads and any pipelines laid by Lessee shall be so constructed and laid as not to interfere with the natural flow of surface waters or with drainage. Lessee shall place water diversions along any road constructed or used by Lessee as necessary to prevent excessive washing out of the road. All material for such diversions will be constructed using materials purchased from Surface Owner and Lessee shall not use materials pushed up from the roadside, unless Surface Owner agrees otherwise.

(c) Lessee agrees that Lessee will not cut or go over any fence at any time or in connection with any operations on the Surface Premises without first obtaining Surface Owner's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Lessee and Surface Owner and shall be constructed as reasonably required by Surface Owner. Within ninety (90) days after Lessee has completed its drilling operations and removed the sound walls required by Section 16(f) of this Agreement, Lessee shall construct permanent fencing around the 7.62 acre and 9.25 acre pads shown on Exhibit "A-1" attached hereto at locations approved by the City Manager. Said permanent fences shall substantially conform to the schematics attached hereto as Exhibit "D". The terms, provisions and requirements of this subparagraph (c) shall survive the termination or expiration of this Agreement.

(d) In connection with its operations, in addition to the Temporary Access Road Lessee also intends to use (i) Veterans Airpark Lane between Big Spring Street and Smith Road, (ii) Smith Road, and (iii) any other road owned by Surface Owner located on the Surface Premises to which Surface Owner in its sole discretion has consented to Lessee's use (the roads described in the immediately preceding clauses (i)-(iii) are hereinafter collectively referred to as the "Non-Temporary Utilized Roads"). Lessee agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for damage done to the Non-Temporary Utilized Roads and the entrance gates on the Surface Premises to the extent that any such damage is verifiably attributable to traffic servicing Lessee. Lessee will not be obligated to pay for any damage to the Non-Temporary Utilized Roads attributable to other parties or for damage associated with normal wear and tear. Lessee has provided to Surface Owner a letter of credit, certificate of deposit or surety bond in form and substance satisfactory to Surface Owner in the amount of $75,000.00 which will serve to secure payment of any such road repair expenses for the Non-Temporary Utilized Roads. In the event such letter of credit, certificate of deposit or surety bond is not restored to $75,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, Surface Owner may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond and Lessee's Oil and Gas Well Permit(s) shall immediately cease until Lessee files the required letter of credit, certificate of deposit or surety bond. Lessee and Surface Owner agree that the documentation of any road damage determined to be caused by Lessee's use of the Non-Temporary Utilized Roads in connection with its operations shall be presented to Lessee. If Lessee does not agree with such determination, Lessee may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give Lessee the opportunity to be heard and present facts that Lessee deems relevant. Surface Owner reserves the right after giving ten (10) business days written notice to Lessee regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond as outlined in Subsection (K), General Conditions of all Oil and Gas Well Permits, in order to remedy such situation under Section 6-1-23 "Oil and Gas Well Permits" of the City of Midland Oil and Gas Ordinance (as defined below). The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described above. Notwithstanding the foregoing, all costs and expenses of maintaining the Temporary Access Road shall be borne by Lessee and for clarification, such costs and expenses shall not be included in the $75,000 annual road repair maximum amount referenced in this subparagraph (d).

(e) On or before the last day of the thirty-sixth (36th) month after the Drilling Commencement Date, Lessee agrees to pay Surface Owner $750,000.00, which Surface Owner agrees to use in order to reconstruct Veterans Airpark Lane from Big Spring Street to Smith Road.

(f) No less than ten (10) business days prior to the movement onto or delivery to the Surface Premises of any drilling rig, other rig or any equipment or materials to be moved onto or delivered to the Surface Premises by means of any vehicle or other delivery method larger than a semi-tractor-trailer truck, Lessee shall notify Surface Owner thereof and shall coordinate with Surface Owner to provide such traffic control and other similar measures as are reasonably required by Surface Owner. Lessee shall pay all costs and expenses of such traffic control and other similar measures reasonably required by Surface Owner, including, without limitation, reimbursing Surface Owner for any and all out of pocket costs and expenses incurred by Surface Owner in connection therewith.

4. DRILLSITE LOCATIONS:

(a) All drillsite locations and pads shall be at the locations and the sizes shown on Exhibit "A-1" attached hereto. Lessee shall locate all operations within the 7.62 acre and 9.25 acre drill pads shown on Exhibit "A-1" attached hereto and all wells shall be drilled within the Drilling Area designated within the 7.62 acre and 9.25 acre drill pads shown on Exhibit "A-1" attached hereto.

(b) Lessee shall provide trash trailers at drilling sites while drilling, completion and workover operations are in progress.

(c) Within one hundred twenty (120) days after abandonment of the last producing well on the Surface Premises, Lessee will remove all caliche from the applicable drillsite. The drillsite location shall be leveled and the top soil which was previously removed and stacked shall be spread uniformly over the drillsite location. Lessee shall plant the disturbed area with the type and quantity of grass or other reasonable landscaping designated by Surface Owner so that the disturbed area shall be generally restored to its original condition. The drillsite shall be cleaned and all oil and/or gas waste materials, junk, pieces or iron, pipes and other debris shall be removed. The terms, provisions and requirements of this subparagraph (c) shall survive the termination or expiration of this Agreement.

(d) Unless otherwise agreed to in writing by Surface Owner, other than wellheads, pumping units, electrical equipment, production separators, meters and electric pumps, no other structures or facilities, including, without limitation, tank batteries, heater treaters, dehydrators, compressors, or gas treatment facilities, shall be located on the Surface Premises.

(e) All producing well locations and pits will be fenced in accordance with standards set forth in the Midland City Code or otherwise approved by the Surface Owner and Lessee. Permanent internal combustion engines on pumping units (artificial lift equipment) are expressly prohibited from use on the Surface Premises. Lessee shall install an electric motor to operate any pumping unit placed by Lessee on the Surface Premises to produce any well.

(f) Lessee shall at all times maintain all equipment and permitted facilities located on the Surface Premises in good repair and condition, and in a properly painted condition.

(g) Drilling rigs and pulling unit rigs shall not be painted, steam cleaned or cleaned with solvents while on the Surface Premises unless provisions have been made to collect the effluent(s) of the operation for disposal off the Surface Premises. All rig waste shall be removed from the Surface Premises. Demobilization operations shall commence promptly for any drilling rig or workover rig (in no event later than fourteen (14) days after the drilling or workover operations have been completed, except in the event of a heavy rain event that prevents the removal of said rig) unless the rig is to be used to drill or workover another well located on the Leased Premises within thirty (30) days following the completion of its use on a prior operation.

5. RESERVE PITS AND DISPOSAL OF DRILLING FLUIDS AND MUD:

(a) While drilling, Lessee will use a closed loop mud system. While drilling and completing, all cuttings and other drilling and completion fluids will be retained and removed from the Surface Premises in above ground vessels.

(b) There shall be no landfarming or disposal of drilling fluids or muds or other wastes from oil and gas operations on the Surface Premises or into any wellbore located on the Surface Premises without prior written consent of Surface Owner, which consent shall be at Surface Owner's sole discretion.

6. PIPELINES:

(a) All pipelines and flowlines on the Surface Premises shall be buried at least forty-eight (48) inches below the surface unless otherwise agreed in writing by Surface Owner and the location of such lines shall be properly marked with signage approved by Surface Owner. The locations of all pipelines and flowlines are shown on Exhibit "A-1" and such pipelines and flowlines shall not exceed a maximum of twenty-four inches (24") in diameter. All trash and debris from construction of pipelines and flowlines shall be removed from the Surface Premises by

Lessee. The locations of pipelines and flowlines relating to Lessee's operations on property adjacent to the Surface Premises are shown on Exhibit "A-2" attached hereto.

(b) The pipelines located on the Surface Premises shall be adequately marked at all times by Lessee at all road or fence crossings and as required by applicable laws. All pipelines crossing runways or taxiways shall be bored and cased as shown on Exhibit "A-1" and Lessee shall comply with all FAA rules, regulations and requirements in connection with constructing, installing, maintaining and/or accessing such pipelines.

(c) If Lessee shall construct any pipeline on the Surface Premises, Lessee agrees that before the abandonment or removal of any such pipeline, it will offer the same to Surface Owner, without compensation. If Surface Owner elects not to accept any such pipeline, then Lessee shall either (i) remove such pipeline promptly following abandonment, or (ii) perform all work necessary to purge or remove all flammable, explosive and hazardous substances contained within the pipeline or flowline, cap or seal the pipeline or flowline, and then the pipeline or flowline may be abandoned in place, all in accordance with all applicable laws, rules, regulations and prudent engineering practices in a manner so as to render the pipeline or flowline safe. A pipeline or flowline shall be deemed to be abandoned for purposes of this Agreement if it has not been used to transport products for a period of three hundred sixty (360) consecutive days. If Lessee fails to remove or purge and cap any pipeline or flowline, Surface Owner may do so at the sole expense of Lessee. The terms, provisions and requirements of this subparagraph (c) shall survive the termination or expiration of this Agreement.

(d) Unless otherwise agreed to in writing by Surface Owner, no pipeline may be constructed hereunder that will carry any oil, gas, water (other than water used for the fracking process for wells drilled on the Surface Premises pursuant to this Agreement) or other substances which are not produced from the Leased Premises or lands pooled therewith.

7. ELECTRIC LINES:

(a) All electric lines shall be at locations shown on Exhibit "A-1".

(b) Lessee agrees that before abandonment or removal of any such electric line, it will offer the same to Surface Owner, without compensation. If Surface Owner elects not to accept such electric line, then Lessee shall remove such electric line promptly following abandonment. An electric line shall be deemed to be abandoned for purposes of this Agreement if it has not been used to deliver electricity for a period of three hundred sixty (360) consecutive days. The terms, provisions and requirements of this subparagraph (b) shall survive the termination or expiration of this Agreement.

(c) Unless otherwise agreed to in writing by Surface Owner, electric lines may only be constructed hereunder for the purpose of providing electricity to Lessee's permitted facilities and equipment located on the Leased Premises or Surface Premises or lands pooled therewith.

8. STORAGE OF MACHINERY AND EQUIPMENT:

Lessee shall use no part of the Surface Premises to store machinery, rigs, equipment, pipe or other property of Lessee while it is not being used.

9. HOUSING OF EMPLOYEES:

Lessee shall use no part of the Surface Premises to house employees or other personnel except temporarily at well sites during drilling or completion operations on the Leased Premises.

10. USE OF WATER:

Surface Owner hereby grants Lessee use of water located under the Surface Premises for operations located on the Leased Premises or on lands pooled therewith and for irrigation on the Surface Premises and on the Midland College campus. All existing and future water wells shall be shown on Exhibit "A-1" attached hereto or drilled at such locations approved in writing by Surface Owner, with any such approval to be at Surface Owner's sole discretion, and shall be drilled in accordance with such specifications required by Surface Owner. Lessee shall meter at the water wells and at such other points as may be necessary all such water used and shall pay to Surface Owner or to such other party or parties as may be designated in writing by Surface Owner the rate

set forth in the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands for any such water so used; provided, however, that for a term of ten (10) years commencing upon the earlier of (i) the first day of the month in which Lessee first uses water located under the Surface Premises for irrigation on the Surface Premises or on the Midland College campus, and (ii) the date occurring two (2) years after the date of this Agreement, Lessee shall have the right to use up to an aggregate amount of one million gallons per month of water located under the Surface Premises for irrigation on the Surface Premises and on the Midland College campus free of charge, but if any water located under the Surface Premises is used for irrigation on the Surface Premises or on the Midland College campus in excess of such aggregate amount of one million gallons per month, Lessee shall pay to Surface Owner or to such other party or parties as may be designated in writing by Surface Owner the rate set forth in the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands for any such excess water so used. All payments for water used as provided for in this paragraph shall be paid by Lessee to Surface Owner or to such other party or parties as may be designated in writing by Surface Owner on or before the last day of the month following the month in which such water was used. For any month that Lessee uses water located under the Surface Premises (x) for operations located on the Leased Premises or on lands pooled therewith, or (y) for irrigation on the Surface Premises or for irrigation on the Midland College campus, Lessee shall provide to Surface Owner on or before the last day of the month following the month in which such water was used, such report(s), in form and substance satisfactory to Surface Owner, totaling the number of gallons (or barrels, as applicable) of water located under the Surface Premises used by Lessee during such month for each of the purposes described in the preceding clauses (x) and (y), together with the calculation of such payment(s), if any, owing by Lessee for such water use in accordance with the terms of this paragraph.

11. DISPOSAL OF SALT WATER:

Lessee shall not dispose of salt water on or into the Surface Premises without the prior written consent of Surface Owner. In the event Lessee seeks to complete a salt water disposal well or wells on the Surface Premises, Surface Owner may consent in its sole discretion; provided, that if Surface Owner does consent, such consent shall be subject to Surface Owner and Lessee mutually agreeing on the form of Saltwater Disposal Agreement, the location of any disposal well, the location of disposal facilities, the formation in which such disposal shall be conducted, the compensation to Surface Owner for such disposal and the amount of damage to be paid to Surface Owner for such facilities.

12. TRASH:

Lessee will keep the Surface Premises free of trash and debris at all times. Under no circumstances will Lessee be allowed to bury any trash, debris or foreign material of any kind on or under the Surface Premises. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed disposing of trash on the Surface Premises. Upon the completion of any operation, all ribbons, flags, stakes and similar items shall be promptly removed from the Surface Premises.

13. CALICHE:

INTENTIONALLY OMITTED.

14. HUNTING, FISHING AND ALCOHOL PROHIBITED:

No agent, employee, representative, contractor or subcontractor of Lessee or any other person allowed to enter the Surface Premises by Lessee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Surface Premises, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Surface Premises 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. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed on the Surface Premises in violation of this provision.

15. SEISMIC OPERATIONS:

Lessee may conduct seismic operations on the Leased Premises or on the Surface Premises only with the prior written consent of Surface Owner. Any such seismic operations shall be conducted at date(s) and time(s) mutually agreeable between Lessee and Surface Owner. In conducting seismic operations there shall be no holes drilled in the ground and there shall be no explosive charges. No seismic operations shall be conducted during wet conditions. In conducting seismic operations Lessee will not use or allow the use of a dozer, grader or similar equipment without express written permission from Surface Owner, and then only to the extent of such approval. If Lessee encounters a fence while conducting any seismic operations, it shall pass through the nearest gate to resume its operations.

16. LOCATION AND CONDUCT OF OPERATIONS:

Notwithstanding anything contained in this Agreement to the contrary, Lessee and Surface Owner acknowledge and agree that:

(a) without express written permission from Surface Owner, no well location, new road, pipeline, electric line, permitted facility or fixture shall be located, nor shall any operation of any kind be conducted, within **one hundred thirty-five (135) feet** of any structure located on the Surface Premises or on adjacent property owned by Surface Owner at the time of such operation;

(b) Lessee shall comply in all its operations with all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over such operations, including, without limitation, (i) Chapter 11 of the Municipal Code of Midland, Texas, as the same may be hereafter amended from time to time, and (ii) as to any portion of the Leased Premises or Surface Premises located within the city limits of the City of Midland, Texas, the City of Midland Oil and Gas Drilling requirements as applied under current Ordinance 8769, as codified in Section 6-1-23 of the Municipal Code of Midland, Texas, as the same may be hereafter amended from time to time (the "City of Midland Oil and Gas Ordinance"), if and to the extent applicable;

(c) without limiting (b) immediately above, as to any portion of the Leased Premises or Surface Premises located in or near any airport, Lessee shall comply in all its operations with all applicable FAA rules, regulations and requirements and shall secure in advance all necessary approvals, permits and consents, and shall in addition comply with all reasonable directions of the City of Midland Director of Aviation relating to the public safety and welfare, and the safety of aviation related activities, including without limitation directives, rules and regulations relating to equipment height, location and safety markings;

(d) Lessee shall provide security for the Leased Premises and the Surface Premises during the drilling and completion of wells at such times as commercially reasonably necessary to secure the Leased Premises and the Surface Premises;

(e) all fracking of Lessee's wells on the Surface Premises and the Leased Premises shall be done using a quiet frac fleet system in compliance with Surface Owner's requirements and specifications for such quiet frac fleet system;

(f) Lessee shall construct sound walls of a height of not less than twenty-four feet (24') on all sides of the drillsites for each well drilled on the Surface Premises or on the Leased Premises in accordance with Surface Owner's requirements and specifications for such sound walls, allowing for adequate ingress and egress for Lessee's equipment to operate, and such sound walls shall remain in place during all drilling, fracking and completion operations for each such well, and unless otherwise requested by Surface Owner such sound walls shall be removed within one hundred eighty (180) days of the completion of the last well drilled; and

(g) all trucks and other vehicles of Lessee, its agents, employees, representatives, contractors, subcontractors or others entering upon the Surface Premises under the authority of the Lease or this Agreement, shall access the well sites on the Surface Premises only in the locations and using the routes depicted upon Exhibit "A-3" so as not to interfere or adversely affect the operations of the Citizen's Collection Center (defined below), and without limiting or being limited by the foregoing, Lessee, its agents, employees, representatives, contractors, subcontractors or others entering upon the Surface Premises under the authority of the Lease or

this Agreement, shall comply with reasonable requests of Surface Owner in connection with the coordination of Lessee's operations and activities upon the Surface Premises with those of the Citizen's Collection Center (defined below). As clarification of the foregoing, Lessee, its agents, employees, representatives, contractors, subcontractors or others entering upon the Surface Premises under the authority of the Lease or this Agreement may access or cross any area within the perimeter fences of Lessee's multi-well pads located on the Surface Premises.

17. NOXIOUS VEGETATION:

Lessee shall take all reasonable precautions to keep the Surface Premises free of bitterweed, African rue, tumbleweeds, cockleburs and other noxious vegetation (being native and non-native toxic plants). In the event any such noxious vegetation is encountered around any of Lessee's equipment or permitted facilities, Lessee agrees to promptly spray herbicide to eliminate such vegetation. If Lessee fails to take such action, Surface Owner may have such vegetation sprayed at the sole expense of Lessee. At the request of Surface Owner, Lessee shall weedwash all vehicles and equipment entering upon the Surface Premises at the entrance to the Surface Premises prior to their entry thereon.

18. SPEED LIMIT:

A speed limit of 25 m.p.h. on the Surface Premises will be observed by Lessee and its agents, employees, representatives, contractors and subcontractors. At the request of Surface Owner, Lessee will place speed limit signs approved by Surface Owner at entrances onto the Surface Premises. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed exceeding such speed limit.

19. ARCHAEOLOGICAL SITES:

Lessee, its agents, employees, representatives, contractors and subcontractors or others entering upon the Surface Premises under the authority of the Lease or this Agreement shall not intentionally remove or destroy any fossils, Indian artifacts, or other archeological objects of historical or scientific value which may be situated thereon. Should Lessee or any of its agents, employees, representatives, contractors or subcontractors discover any such objects on the Surface Premises, it shall leave said objects in place and promptly notify Surface Owner of the existence of such objects.

20. DAMAGE TO PROPERTY IN GENERAL AND DAMAGE SCHEDULE:

Lessee agrees to pay for actual damages resulting to the Surface Premises, improvements thereon and to personal property thereon caused by Lessee's operations. Compensation for all damages to property shall be based on the prevailing rates for similar damages in the area at the time the damage occurs.

In addition to any other damages that may become payable by Lessee, Lessee shall pay Surface Owner in advance damages for the following items based upon the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands:

- Well Location (New Location and Re-Entry)
- Caliche Sales
- Geophysical Permits
- Roads
- Pipelines
- Utility line easements
- Fresh Water Frac Pit Site

Solely for purposes of calculating damages under the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands, (a) the Leased Premises and the Surface Premises shall be classified as "University Lands" under such Schedule, (b) any road, pipeline, or utility line used or constructed by Lessee on the Surface Premises shall be

classified under such Schedule as requiring a "new" easement, and (c) any flowlines (other than and excluding temporary surface pipelines) installed by Lessee on the Surface Premises shall be classified as "pipelines" under such Schedule.

Within ten (10) business days after the date of this Agreement, Lessee shall pay Surface Owner the sum of $1,000,000 (the "Relocation Payment") to be used by Surface Owner to help cover Surface Owner's costs and expenses involved with relocating the Citizen's Collection Center located adjacent to the drillsites and shown on Exhibit "A-1" attached hereto (the "Citizen's Collection Center"). In the event Surface Owner does not close the operations of the Citizen's Collection Center on or before the fifth (5^{th}) anniversary of the date of this Agreement Surface Owner shall refund the Relocation Payment to Lessee.

21. REMOVAL OF PROPERTY:

Except as otherwise provided herein, Lessee shall have the right at any time during or within ninety (90) days after the expiration of the Lease as to any portion of the Leased Premises, to remove all property and fixtures placed by Lessee on any such portion of the Leased Premises, including the right to draw and remove all casing, then belonging to Lessee and not taken over by Surface Owner under some other provision of this Agreement. If Lessee fails to remove such property and fixtures within said ninety (90) day period, such property and fixtures shall at the election of Surface Owner, either become owned by Surface Owner or Surface Owner may have such property removed at the sole expense of Lessee; provided, however, Lessee shall not be relieved of its liability to plug any well so abandoned. The terms, provisions and requirements of this paragraph shall survive the termination or expiration of this Agreement.

22. INDEMNIFICATION AND ENVIRONMENTAL PROTECTION:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS SURFACE OWNER AND SURFACE OWNER'S REPRESENTATIVES, AGENTS, ATTORNEYS, HEIRS, EXECUTORS, SURFACE LESSEES, AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS AGREEMENT, OR ANY ACT OR OMISSION OF LESSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY IS WITH RESPECT TO LIABILITIES OF AN INDEMNITEE RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT INDEMNITEE. LESSEE SHALL PROMPTLY ADVISE SURFACE OWNER OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LESSEE HAS RECEIVED NOTICE, AND LESSEE AT LESSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF SURFACE OWNER (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO SURFACE OWNER; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LESSEE TO ASSUME THE

DEFENSE OF SURFACE OWNER IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, SURFACE OWNER, AT ITS OPTION, AND WITHOUT RELIEVING LESSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LESSEE AND LESSEE'S FAILURE TO RESPOND THERETO WITHIN TEN BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF THE SURFACE OWNER) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY SURFACE OWNER IN THAT EVENT SHALL BE REIMBURSED BY LESSEE TO SURFACE OWNER, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY SURFACE OWNER UNTIL REIMBURSED BY LESSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAW OF THE STATE OF TEXAS.

LESSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LESSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE SURFACE PREMISES, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE SURFACE PREMISES OR ANY OTHER LANDS OF SURFACE OWNER, PROVIDED HOWEVER, LESSEE SHALL NOT BE REQUIRED TO PROVIDE INDEMNIFICATION HEREUNDER TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY TO AND PROTECT EACH INDEMNIFIED PARTY FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNIFIED PARTY AS A RESULT OF THE FOREGOING.

THE TERMS, PROVISIONS AND REQUIREMENTS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, AND THESE INDEMNIFICATION OBLIGATIONS SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

23. <u>INSURANCE:</u>

At all times during the term of the Lease each operator of all or any portion of the Leased Premises shall maintain adequate insurance to cover any and all damages arising in connection

with its operations pursuant to the Lease, and Lessee shall in any event maintain insurance meeting the following minimum requirements:

Type of Insurance:	Limits:
General Liability	$1,000,000.00
Automobile Liability	$1,000,000.00
Umbrella Liability	$5,000,000.00
Pollution	$1,000,000.00
Workers' Compensation Insurance	$1,000,000.00

Each such operator shall provide evidence that such required insurance is in full force and effect on or before ten (10) days prior to entry onto the Leased Premises or Surface Premises by furnishing to Surface Owner at the address set forth in Section 1(c) above a Certificate of Insurance, or certified copies of the above required policies.

24. RESTROOM FACILITIES:

Lessee or its contractors shall provide its employees with portable toilet facilities during drilling, completion, reworking, pipeline construction, seismic survey operations and any other similar or related operations.

25. LANDSCAPING AND IRRIGATION:

On or before the last day of the twelfth (12th) month after the Drilling Commencement Date, Lessee shall submit to the City Manager of Surface Owner for his or her approval a detailed written plan, including appropriate plats and/or renderings, for reasonable and appropriate landscaping and irrigation of the Surface Premises in order to minimize the impact of Lessee's operations upon the appearance of the Surface Premises and upon the flow and drainage of water across the Surface Premises. Such landscaping and irrigation plan shall include such reasonable requirements as may be requested by Surface Owner, and the approval of the City Manager of such landscaping and irrigation plan shall not be unreasonably withheld, but shall generally be in compliance with the schematics attached hereto as Exhibit "D". Without limiting the foregoing, the parties hereto acknowledge and agree that (i) such landscaping and irrigation plan shall require the installation of appropriate landscaping and irrigation around the perimeter fence of each multi-well pad located upon the Surface Premises, (ii) the landscaping to be located upon the Surface Premises shall be irrigated with a bubbler and sprinkler irrigation system that provides sufficient water volume and coverage for such landscaping, and (iii) Surface Owner's requirements for the landscaping and irrigation to be installed on the Surface Premises shall not be limited by the requirements of the City of Midland Oil and Gas Ordinance or any other applicable ordinance, law, rule or regulation. All costs of the preparation of the landscaping and irrigation plan and of the installation of such landscaping and irrigation shall be paid by Lessee. Unless otherwise agreed by Surface Owner, Lessee shall be responsible for the installation of all such landscaping and irrigation in accordance with such plan and all such landscaping and irrigation shall be installed by Lessee within six (6) months after the removal of the sound walls required by Section 16(f) of this Agreement. Lessee shall be responsible, at Lessee's sole cost and expense, for maintenance of the landscaping and irrigation during the term of this Agreement.

26. WAIVER; SOVEREIGN IMMUNITY:

No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Surface Owner to enforce any provision of this Agreement shall not be deemed nor shall constitute a waiver of the right of Surface Owner to enforce such provision.

By executing this Agreement, Surface Owner is not waiving its right of sovereign immunity. Surface Owner is retaining its immunity from suit. Surface Owner is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

27. ENFORCEMENT:

Unless provided otherwise under some other provision of this Agreement, all compensation, damages or other payments due to Surface Owner under the terms of this Agreement shall be paid to Surface Owner within thirty (30) days after the event giving rise to such obligation occurs. In the event Lessee fails to take the actions required under this Agreement, Surface Owner shall notify Lessee and Lessee shall have thirty (30) days to remedy such failure. If Lessee fails to remedy such failure and Surface Owner conducts the required action on behalf of Lessee, Lessee agrees to pay all reasonable costs incurred by Surface Owner related to such required action within thirty (30) days of receipt of an invoice for such action. Any amount not paid within said thirty (30) day period shall bear interest at a rate of eighteen percent (18%) per annum or the highest interest rate allowed by law from its due date until paid.

28. ATTORNEY'S FEES AND EXPENSES:

Should Surface Owner be required to resort to employment of an attorney to enforce this Agreement, or any of its rights under this Agreement, Surface Owner shall be entitled to reimbursement from Lessee for reasonable attorney's fees.

29. SUCCESSORS AND ASSIGNS:

The provisions of this Agreement shall inure to the benefit of and be binding upon Surface Owner and Lessee, their respective heirs, successors, representatives and assigns. Any amendment of this Agreement may be made solely by Surface Owner and Lessee. Lessee shall not have the right to assign any of its rights or obligations under this Agreement except in connection with a permitted assignment of the Lease. Any permitted assignee shall expressly assume all of Lessee's covenants, responsibilities and obligations under this Agreement in writing. No permitted assignment of Lessee's interests in this Agreement shall be effective until Lessee has notified Surface Owner of the assignment and identified the assignee's name, address and contact information. Upon assignment hereof in whole or in part by Lessee, Lessee shall remain fully liable for any breach of an obligation hereunder accruing prior to such assignment. Surface Owner shall be furnished a true and correct copy of any permitted assignment within thirty (30) days after the execution thereof.

30. COVENANTS RUNNING WITH THE LAND:

The covenants and obligations of the parties under this Agreement shall be binding upon and shall run with the land and burden the Lease.

31. MEMORANDUM OF SURFACE USE AGREEMENT:

Surface Owner and Lessee have executed a Memorandum of Surface Use Agreement in the form attached hereto as Exhibit "C", dated of even date herewith, for recording in the records of the County in which the Leased Premises and Surface Premises are situated, to give record notice of this Surface Use Agreement. This Surface Use Agreement shall not be recorded except with the consent of Surface Owner.

32. COUNTERPART EXECUTION:

This Agreement may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

33. APPLICABLE LAW:

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any cause of action for enforcement of this Agreement shall be in Midland County, Texas.

34. RELATED AGREEMENT:

This Agreement is executed in conjunction with the Lease. This Agreement shall be for a term consistent with the Lease. Termination or expiration of the Lease or this Agreement shall not relieve Lessee of any liability, duty or obligation which accrued, attached or arose prior to such termination or expiration, nor shall it preclude Surface Owner from asserting any right to specific performance, damages or any other rights or remedies to which Surface Owner may be entitled.

Upon termination or expiration of this Agreement for any reason, Lessee shall execute and deliver a recordable release of this Agreement to Surface Owner.

35. THIRD-PARTY BENEFICIARIES:

Except as provided in Section 22 with respect to Indemnitees, this Agreement is intended solely for the use and benefit of the parties hereto and shall not constitute or be construed as a contract for the benefit of any third party.

36. NO WARRANTY OF TITLE:

LESSEE REPRESENTS AND WARRANTS THAT IT IS FULLY FAMILIAR WITH THE SURFACE PREMISES AND THEIR CONDITION AND STATE OF REPAIR FROM LESSEE'S OWN INVESTIGATION OF SAME, AND LESSEE ACKNOWLEDGES THAT SURFACE OWNER HAS MADE NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SURFACE PREMISES, THE CONDITION THEREOF, OR THE ABILITY OF LESSEE TO CONDUCT THE OPERATIONS CONTEMPLATED UNDER THIS AGREEMENT AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SURFACE OWNER HEREBY DISCLAIMS, AND LESSEE WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, OR FITNESS OR SUITABILITY FOR LESSEE'S PURPOSE. IN ADDITION, THIS AGREEMENT IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED. Without limiting the foregoing, this Agreement is made subject to any and all validly existing rights of way, liens, agreements, instruments, burdens, encumbrances, restrictions and defects in title affecting the Surface Premises evidenced in the records of Midland County, Texas. In addition and without limiting any of the foregoing, Lessee acknowledges and agrees that (i) to its knowledge it has satisfied itself as to all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over the Surface Premises, the Leased Premises, this Agreement, the Lease, and Lessee's operations, including, without limitation, all federal laws and all applicable FAA rules, regulations and requirements, and (ii) Surface Owner has made no representations or warranties that the terms, provisions or conditions of this Agreement or the Lease comply with such applicable ordinances, laws, rules or regulations.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF this instrument is executed as of the respective dates of the acknowledgements below but is effective for all purposes as of the date of the Lease.

SURFACE OWNER:

CITY OF MIDLAND, TEXAS

By: _____
Name: _____
Title: _____

LESSEE:

MIDLAND-PETRO D.C. PARTNERS, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2021, by _____, _____ of the City of Midland, Texas, a municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2021, by _____, _____ of Midland-Petro D.C. Partners, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public – State of Texas

EXHIBIT "A"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Description of Surface Premises:

MIDLAND COUNTY, TEXAS

(Section 14)

Being 48.017 acres out of a 65.02 acre tract of land in Section 14, Blk 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Special Warranty Deed from Claydesta Corporation to the City of Midland, on December 20, 1989, in Book 1027, Page 199, Deed Records, Midland County, Texas.

Being 103.069 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, in Book 79, Page 557, Deed Records, Midland County, Texas, Less and Except a 24.27 acre tract of land in the west part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more particularly described by metes and bounds and being even further described in Special Warranty Deed from the City of Midland, Texas to Clajon Production Corporation on April 1, 1981, recorded in Book 705, Page 353, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to

The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)

Being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the following tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less, less and except that portion of a 10.936 acre drainage ditch running in a horizontal direction from the west boundary of the Southwest Quarter (SW/4) to the east boundary of the Southwest Quarter (SW/4) being the west boundary of Garfield Street.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

All of the South 28 acres of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings of Washington F.A. to Midland Junior College District on November 21, 1988, recorded in Book 989, Page 653, Deed Records, Midland County, Texas.

A 20.347 acre tract out of the north part of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings Bank F.A., formerly known as Gibraltar Savings of Washington F.A. to Midland Junior College District on August 2, 1989 recorded in Book 1013, Page 257, Deed Records, Midland County, Texas, less and except a 1.16 acre tract of land at the North part of said tract, and being the same land conveyed in General Warranty Deed from the Midland Community College District to the City of Midland on August 21, 1999 recorded in Book 1696, Page 636, Official Public Records, Midland County, Texas.

EXHIBIT "A-1"

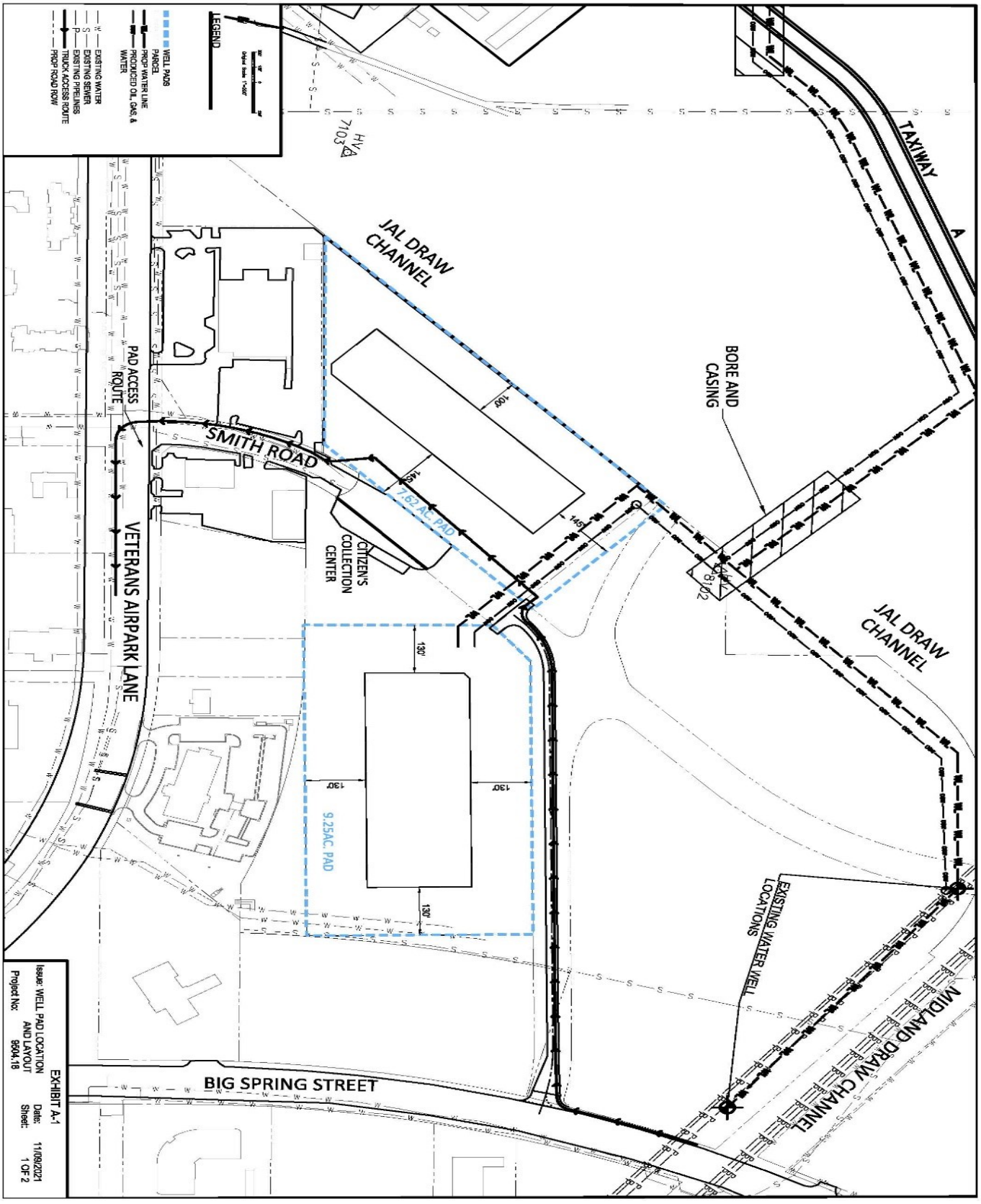

LEGEND
WELL PADS
PARCEL
PROP WATER LINE
PRODUCED OIL, GAS, & WATER
EXISTING WATER
EXISTING SEWER
EXISTING PIPELINES
TRUCK ACCESS ROUTE
PROP ROAD ROW
HVA
TAXIWAY A
JAL DRAW CHANNEL
BORE AND CASING
PAD ACCESS ROUTE
SMITH ROAD
7.62 AC. PAD
CITIZEN'S COLLECTION CENTER
VETERANS AIRPARK LANE
9.25AC. PAD
EXISTING WATER WELL LOCATIONS
MIDLAND DRAW CHANNEL
BIG SPRING STREET
EXHIBIT A-1
Issue: WELL PAD LOCATION AND LAYOUT
Project No: 8004.18
Date: 11/09/2021
Sheet: 1 OF 2

EXHIBIT "A-2"

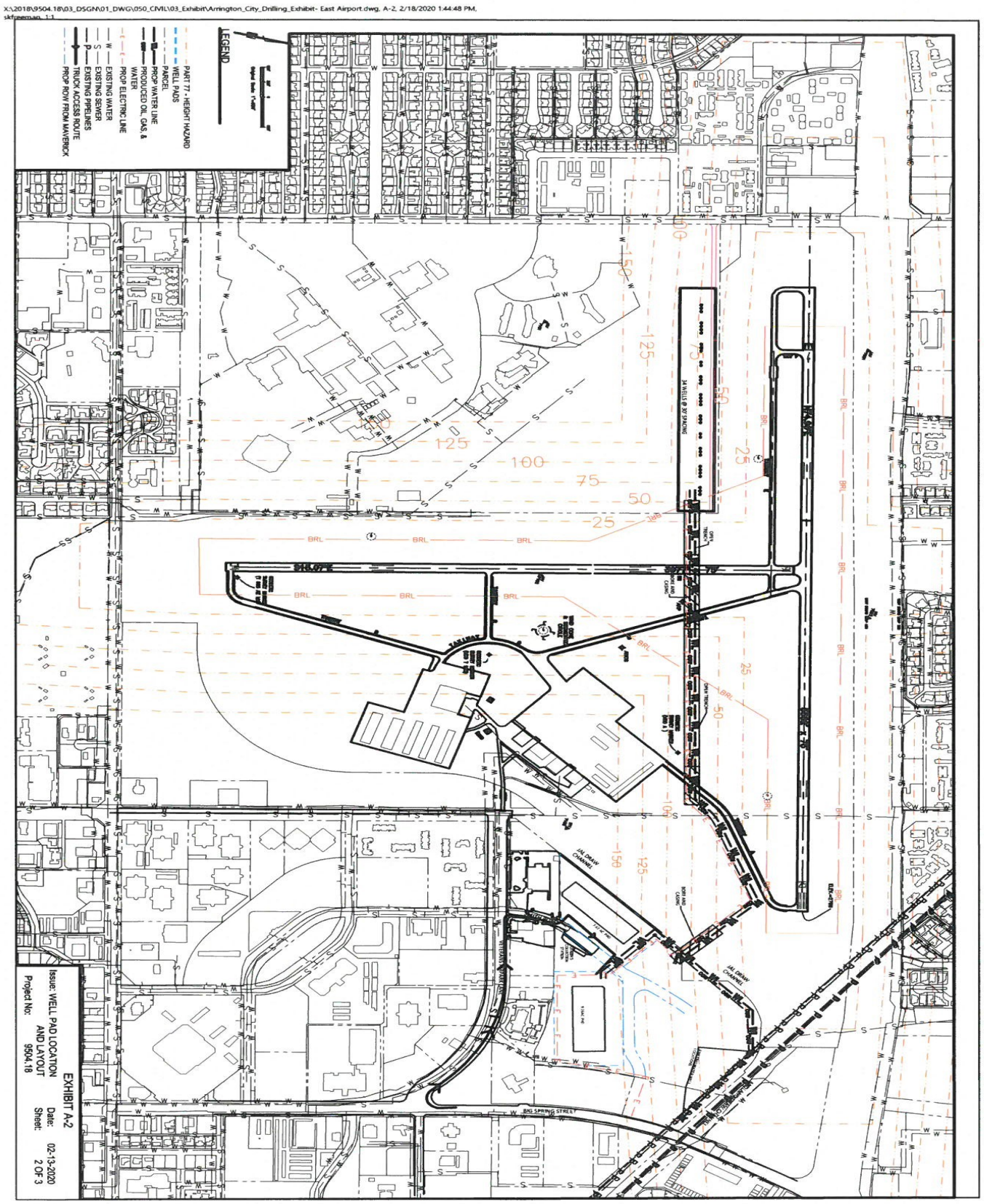
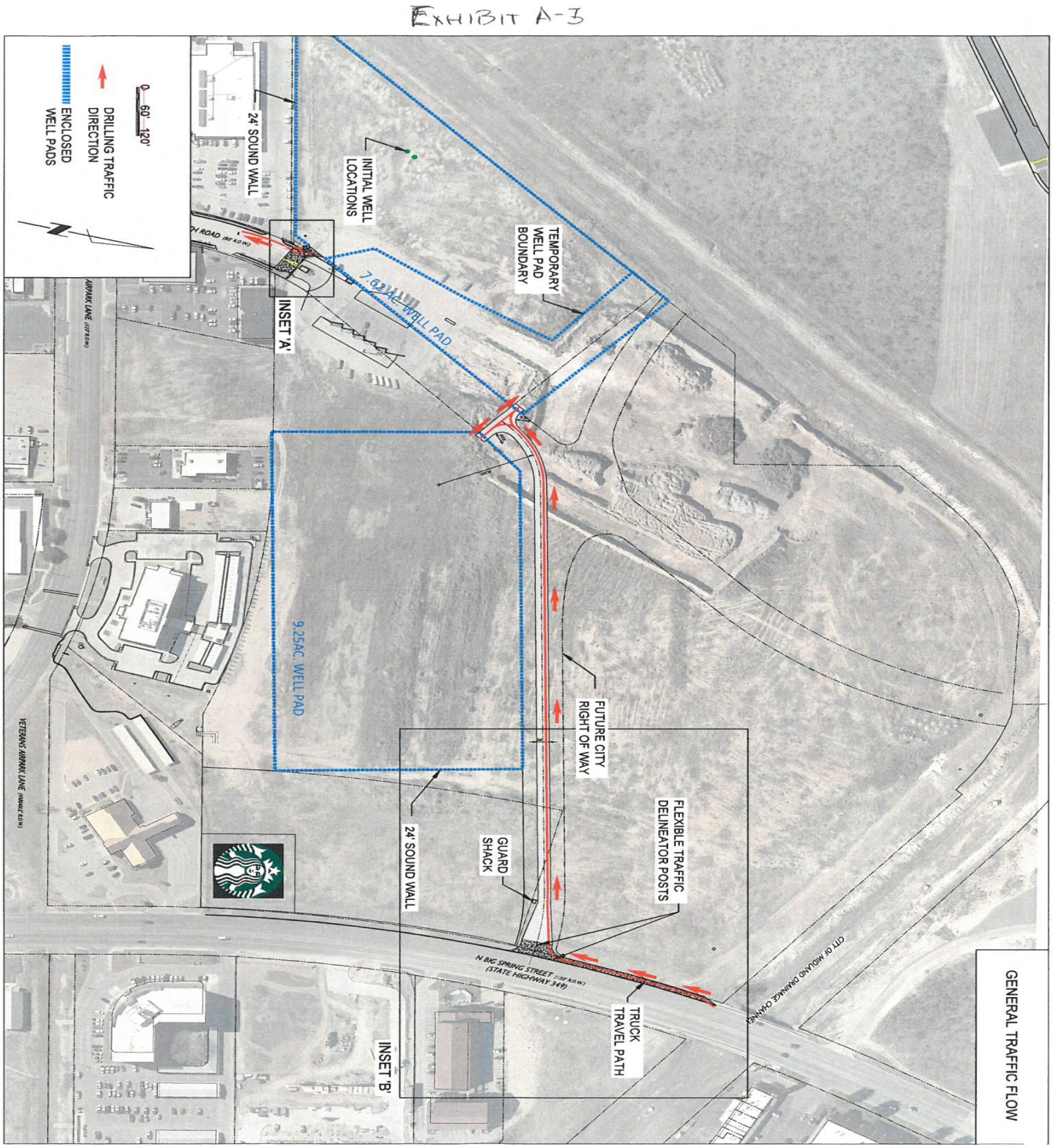
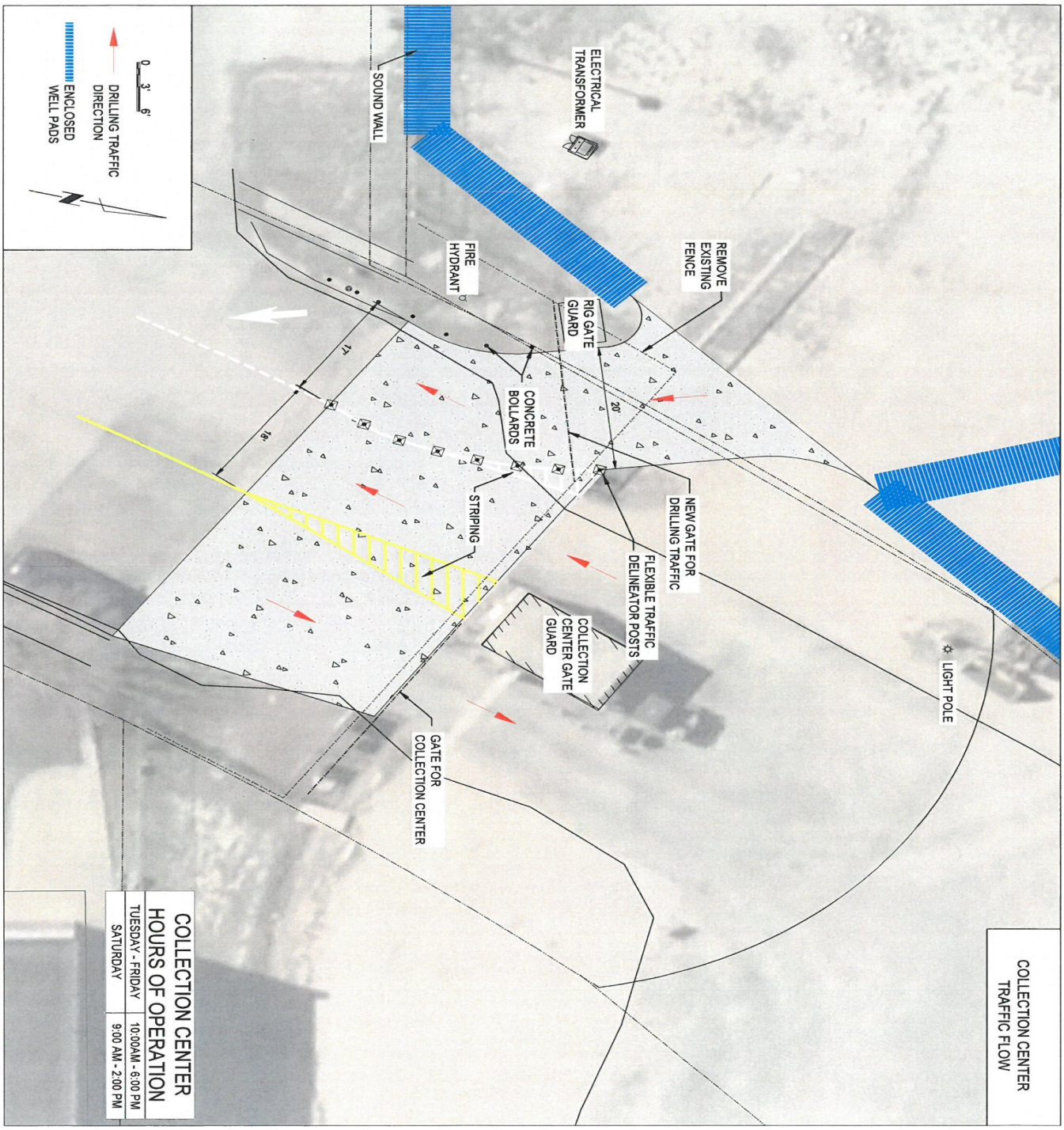
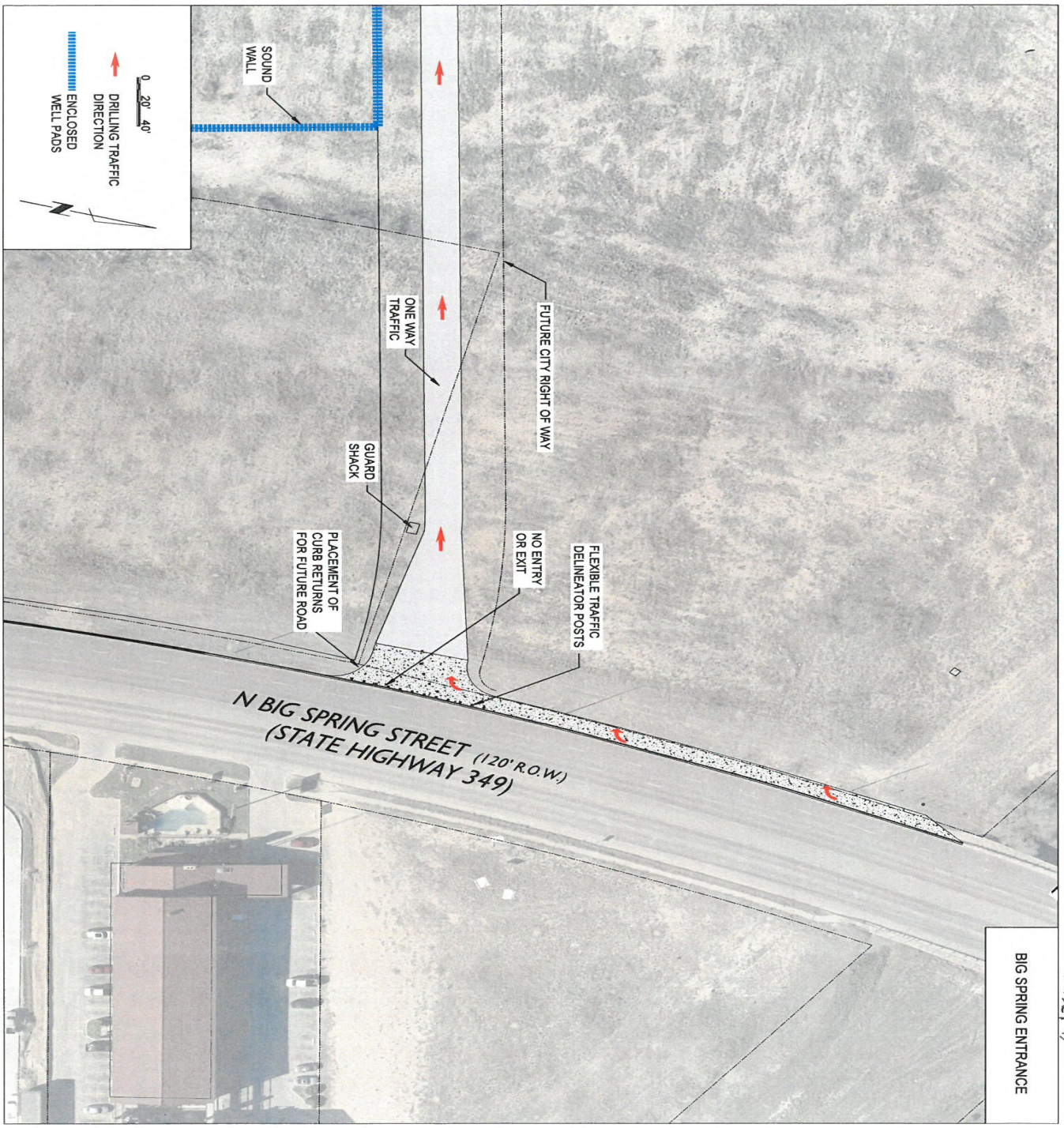

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LEGEND
PART 77 - HEIGHT HAZARD
WELL PADS
PARCEL
PROP WATER LINE
PRODUCED OIL, GAS, & WATER
PROP ELECTRIC LINE
EXISTING WATER
EXISTING SEWER
EXISTING PIPELINES
TRUCK ACCESS ROUTE
PROP ROW FROM MAVERICK
EXHIBIT A-2
Issue: WELL PAD LOCATION AND LAYOUT
Project No: 9504.18
Date: 02-13-2020
Sheet: 2 OF 3
JAL DRAW CHANNEL
BIG SPRING STREET

EXHIBIT "A-3"


EXHIBIT A-3
0 60' 120'
DRILLING TRAFFIC DIRECTION
ENCLOSED WELL PADS
24' SOUND WALL
INITIAL WELL LOCATIONS
TEMPORARY WELL PAD BOUNDARY
7.62AC WELL PAD
INSET 'A'
9.25AC WELL PAD
FUTURE CITY RIGHT OF WAY
FLEXIBLE TRAFFIC DELINEATOR POSTS
GUARD SHACK
24' SOUND WALL
N BIG SPRING STREET (120' R.O.W.)
(STATE HIGHWAY 349)
CITY OF MIDLAND DRAINAGE CHANNEL
TRUCK TRAVEL PATH
INSET 'B'
GENERAL TRAFFIC FLOW



Attachment A


SOUND WALL
ENCLOSED WELL PADS
DRILLING TRAFFIC DIRECTION
0 20' 40'
ONE WAY TRAFFIC
FUTURE CITY RIGHT OF WAY
GUARD SHACK
PLACEMENT OF CURB RETURNS FOR FUTURE ROAD
NO ENTRY OR EXIT
FLEXIBLE TRAFFIC DELINEATOR POSTS
N BIG SPRING STREET (120' R.O.W.)
(STATE HIGHWAY 349)
BIG SPRING ENTRANCE

INSERT B

EXHIBIT "B"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Lease and Leased Premises

Oil and Gas Lease dated effective as of _____ ___, 20__, between the City of Midland, Texas, as lessor, and Midland-Petro D.C. Partners, LLC, as lessee, covering the following lands located in Midland County, Texas:

(Section 14)
Being 103.799 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, In Book 79, Page 557, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 0.73 acres of land, more or less, in the Southeast (SE) corner of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 360, Page 431, Deed Records, Midland County, Texas.

6. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)
Being 492.0873 net mineral acres of land, more or less, out of a 640 acre Section being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Section and the following conveyed tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland

County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

37.460 acres of land, more or less, being the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except a 2.54 acre tract which was conveyed by Warranty Deed from the City of Midland to Hillander School filed on August 26, 1965, in Book 453, Page 163, Deed Records, Midland County, Texas, and being subject to a one-half (1/2) mineral reservation by A.J. Anderson and Lucille Anderson, husband and wife, to Sam Lundie by Warranty Deed filed on May 11, 1929, in Book 44, Page 430, Deed Records, Midland County, Texas.

43.9927 acres of land, more or less, being in Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being further described in the two following tracts:
Tract 1.
Being all of Lot 1, Block 1, Midland Airpark, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet F, Page 188, Plat Records of Midland County, Texas.
SAVE AND EXCEPT a 1.5 acre tract of land being described by metes and bounds.
Tract 2.
A tract of land located in the Southwest part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of the area shown as a drainage right-of-way on a plat named Midland Airpark as recorded in Cabinet F, Page 188 of the Midland County Plat Records less a SAVE AND EXCEPT tract being a 0.4973 acre tract described by metes and bounds.
Both tracts being more fully described by metes and bounds in Mineral Deed dated January 15, 2013 from Andrea Holt Catania and Holly Holt Williamson, Co-Independent Executrixes for the Estate of Robert B. Holt, Deceased, to the City of Midland as Document Number 2013-1544, Official Records, Midland County, Texas, whereas the City of Midland received 60% of the minerals and all of the Executive Rights of said land.

(Section 22)
0.518 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of Lots 8 and 9, Block 1, of the Berkshire Place Addition to the City of Midland, Midland County, Texas, as shown by the official map of plat thereof of record in the office of the County Clerk of Midland County, Texas and being more particularly described in that certain Warranty Deed dated March 10, 1958 from William D. Hays, Jr., Individually and as general partner in Hays Construction Company, a co-partnership, to the City of Midland, Texas and recorded at Volume 304, Page 27, Deed Records, Midland County, Texas.

0.761 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a portion of Avalon Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 100, Page 545, Deed Records, and being more particularly described in the two following Warranty Deeds:

1. Being 0.254 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated July 18, 1954 from Ben H. Greenberg and wife, Dora Greenberg to the City of Midland, Texas and recorded at Volume 216, Page 413, Deed Records, Midland County, Texas.

2. Being 0.504 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated June 17, 1998 from C.R. Bailey, joined herein by his wife, Virginia H. Bailey to the City of Midland, Texas and recorded in Volume 1571, Page 367, Deed Records, Midland County, Texas.

98.901 acre tract of land in the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being more particularly in the two following Warranty Deeds:

1. Being 80 acres of land being the N/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds, and being conveyed from William P. Bodine, now a single person, and J.A. Bodine and wife, Oza Bodine, Laverne Murchison (nee Bodine) and husband, Gaines Murchison, and patsy Gene Miles (nee Bodine) and husband, Terrell Miles, the only heirs of Margie Ann Bodine, to the City of Midland dated November 13, 1942, and recorded in Volume 73, Page 351, Deed Records, Midland County, Texas; and

2. Being 18.901 Acres, known as the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being conveyed from O.M. Tyner and wife, Bessie Tyner to the City of Midland dated December 14, 1942, and recorded in Volume 73, Page 361, Deed Records, Midland County, Texas.

Save and Except the following conveyed tracts of land:

SAVE AND EXCEPT:
5 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, more particularly described by metes and bounds in that Special Warranty Deed dated November 23, 1964 from the City of Midland, Texas, a Home Rule Municipal Corporation to the Midland Council for Retarded Children, Inc., recorded at Volume 441, Page 326 of the Deed Records of Midland County, Texas. Also, known as Lot 1, Block 4 of the "A" Street Community Center, Section 4, an Addition to the City of Midland, Midland County, Texas, according to map or plat or map thereof of record in Cabinet B, Page 359, Plat Records, Midland County, Texas

5.158 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in that Special Warranty Deed dated June 24, 1965 from The City of Midland, Texas, a Home Rule Municipal Corporation, to Oaklawn Park Baptist Church, Inc., recorded in Volume 450, Page 279 of the Deed Records of Midland County, Texas. Also known as Lot 2, Block 1, "A" Street Community Center, Section 5, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 396, Plat Records, Midland County, Texas.

3.86 acre tract of land out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in Special Warranty Deed dated July 7, 1971 from the City of Midland, a municipal corporation, to City of Midland Swim Team, Inc. recorded in Volume 551, Page 32, Deed Records, Midland County, Texas. Also known as Lot 3, Block 6, "A" Street Community Center Section 9 according to the map or plat thereof of record in Cabinet I, Page 171, Plat Records, Midland County, Texas.

0.282 acres of land, more or less, being the North 75 feet of Lot 2, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

0.617 acres of land, more or less, being Lot 5, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

Being 83.984 net mineral acres out of the 98.901 acre tract of land out of the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

(Section 23)
5.124 acres, more or less, being all of Blocks 1, 2, and 3, of a subdivision of Tracts 31, 32, and 33, Morningside Addition, an addition to the City of Midland, Midland County, Texas, as per plat thereof of record in Volume 180, Page 124, Deed Records, Midland County, Texas, and being more particularly described in Warranty Deed dated April 4, 1955 from W.R. Upham and wife, Lucille A. Upham and H.C. Avery, Jr. and wife, Edith Avery to the City of Midland, Texas recorded in Volume 228, Page 420, Deed Records, Midland County, Texas and Ordinance dated April 26, 1955 petitioned by the Midland Independent School District to the City Council of the City of Midland, which it was ordained to vacate, abandon, and close certain streets, being described in Volume 230, Page 5, Deed Records, Midland County, Texas.

5.33 acre Park Site out of a 10 acre tract situated in the SE corner of W/2 of NW/4, Section Twenty-three (23), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds and being more particularly described in Warranty Deed dated March 24, 1958 from Paul McHargue to the City of Midland, a municipal corporation, of the County of Midland, Texas recorded in Volume 288, Page 84, Deed Records, Midland County, Texas.

(Section 26)
0.138 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as all of Lot 24 except the West 4 feet thereof, in Block 2 of Russell & High Addition, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Volume 103, Page 473 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated November 6, 1995, from Carl E. Schuder and wife, Mary K. Schuder to the City of Midland, and recorded at Volume 1341, Page 753, Deed Records, Midland County, Texas.

0.75 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Lots 3 and 4, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas. and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from Faustino Quiroz and spouse, Mary Frances Quiroz to the City of Midland, Midland County, Texas and recorded at Volume 1525, Page 8, Deed Records, Midland County, Texas.

0.545 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas., and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from A.T. Mendoza to the City of Midland, recorded in Volume 1525, Page 14, Deed Records, Midland County, Texas.

1.468 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Ida Jo Moore Park, in Ridglea Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 130, Page 237, Deed Records, No conveyance could be found of record conveying an interest to the City of Midland.

0.239 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Block 12, Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.066 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a small triangle of land located in Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.377 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lots 1, 2, 3, and the East 14 Feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed dated June 11, 1940, from B.G. Grafa and wife, Mable Grafa to the City of Midland, recorded in Volume 66, Page 352, Deed Records, Midland County, Texas.

0.805 acres of land, more or less, being Lots 7-11, Block 1, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated August 18, 1988 executed by Georgina G. Figueroa to the City of Midland, recorded in Volume 979, Page 115 of the Deed Records of Midland County, Texas.

0.161 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas, and being known as Lot Twelve (12), Block One (1), Original Town, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 3, Pages 232 and 233, Deed Records, Midland County, Texas, and being more particularly described in that certain Deed, dated November 15, 1988, from Vincenta Rodriguez, joined by husband, Ruben P. Rodriguez to City of Midland, recorded at Document Number 986-309, Deed Records, Midland County, Texas.

N 100' of NW/4, Block 2, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the East One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Special Warranty Deed dated February 8th, 1989 Prudential Insurance Company of America to the City of Midland, recorded at Volume 994 Page 524, Official Public Records, Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the West One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Warranty Deed dated December 19th, 1991 from MWJ Producing Company to the City of Midland, recorded at Volume 1106 Page 199, Official Public Records, Midland County, Texas.

0.37699 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lots 1, 2, and 3, and the East 14 feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated December 19th, 1991 from B. G. Grafa and wife, Mable C. Grafa to the City of Midland, recorded at Volume 66 Page 352, Official Public Records, Midland County, Texas.

0.13799 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 24 Except the West 4 feet, Block 2, Resurvey of Russell & High Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 103, Page 1473, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated November 6th, 1995 from Carle E. Schuder and wife, Mary K. Schuder to the City of Midland, recorded at Volume 1341 Page 753, Official Public Records, Midland County, Texas.

0.5449 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 21st, 1998 from A. T. Mendoza to the City of Midland, recorded at Volume 1525 Page 14, Official Public Records, Midland County, Texas

0.75 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 3 and 4, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 9th, 1998 from Faustino Quiroz and spouse, Mary Frances to the City of Midland, recorded at Volume 1525 Page 8, Official Public Records, Midland County, Texas

0.24299 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998 from the City of Midland to the City of Midland, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.5 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.04 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 0.04 acres out of the resurvey of Block 1, Richardson Abilene, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 64, Page 125, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated July 7th, 1945 from Henry Butler and wife, Margaret Butler to the City of Midland, recorded at Volume 86 Page 39, Official Public Records, Midland County, Texas

0.11 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Block 12, Highland Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed Agreement dated May 3rd, 1949 from Aminite Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W. T. Brown, Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, recorded at Volume 110 Page 94, Official Public Records, Midland County, Texas.

0.155 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Tract 12, Block 1 and 2, W W Harris Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Volume 100, Page 602, Plat Records, Midland County, Texas.

1.46 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Riglea Park, Riglea (aka Ida Jo Moore Park) Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet A, Page 74, Plat Records, Midland County, Texas.

0.066 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 87 feet x 35 feet x 80 feet, South Triangle of Block 8, Highland Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 69, Plat Records, Midland County, Texas.

0.0929 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company

Survey, Midland County, Texas and being a triangle shaped median or strip of land at the intersection East Louisiana Avenue and North Lamesa Road (700 North Mineola Street, Midland, Texas; Property ID R25919), Midland County, Texas.

0.021 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a portion of the Southeast corner of Lot 6, Block 28, Cowden, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 22, Plat Records, Midland County, Texas.

W/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

E/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

Lot 2, except 0.035 acres thereof described in Document #2018-3235 from City of Midland to Mark L. Branum, dated 10/12/2018, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

Lot 4, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

EXHIBIT "C"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

MEMORANDUM OF SURFACE USE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This Memorandum of Surface Use Agreement (this "Memorandum") is made and entered into this _____ day of _____, 2021, by and between the CITY OF MIDLAND, TEXAS, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right of Way Manager (herein "Surface Owner") and MIDLAND PETRO D.C. PARTNERS, LLC, whose address is 500 W. Wall, Suite 300, Midland, Texas 79701 (herein "Lessee"), covering the lands located in Midland County, Texas, more particularly described on Exhibit "A" attached hereto (herein the "Surface Premises").

WITNESSETH:

Reference is made to that certain oil and gas lease described on Exhibit "B" attached hereto (the "Lease") covering the lands described on Exhibit "B" (the "Leased Premises"). Surface Owner and Lessee have entered into that certain Surface Use Agreement dated _____ ___, 2021 (the "Surface Use Agreement") which provides for protection of the surface estate and water resources of the Leased Premises and Surface Premises in connection with oil and gas exploration, development and production under the Lease.

Surface Owner and Lessee are executing this Memorandum for the purpose of placing the same of record in Midland County, Texas, and in order to constitute constructive notice to all third parties dealing with Surface Owner and/or Lessee of the existence of the Surface Use Agreement and of the rights and obligations contained therein. Surface Owner and Lessee give notice that the Surface Use Agreement may be amended or supplemented from time to time in the future and any inquiry as to the contents thereof should also include an inquiry as to the contents of any and all such amendments and supplements.

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____ ___, 2021.

SURFACE OWNER:

CITY OF MIDLAND, TEXAS

By: _____
Name: _____
Title: _____

LESSEE:

MIDLAND-PETRO D.C. PARTNERS, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2021, by _____, _____ of the City of Midland, Texas, a municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2021, by _____, _____ of Midland-Petro D.C. Partners, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public – State of Texas

EXHIBIT "A"

Attached to that certain Memorandum of Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Description of Surface Premises:

MIDLAND COUNTY, TEXAS

(Section 14)

Being 48.017 acres out of a 65.02 acre tract of land in Section 14, Blk 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Special Warranty Deed from Claydesta Corporation to the City of Midland, on December 20, 1989, in Book 1027, Page 199, Deed Records, Midland County, Texas.

Being 103.069 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, in Book 79, Page 557, Deed Records, Midland County, Texas, Less and Except a 24.27 acre tract of land in the west part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more particularly described by metes and bounds and being even further described in Special Warranty Deed from the City of Midland, Texas to Clajon Production Corporation on April 1, 1981, recorded in Book 705, Page 353, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)

Being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the following tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less, less and except that portion of a 10.936 acre drainage ditch running in a horizontal direction from the west boundary of the Southwest Quarter (SW/4) to the east boundary of the Southwest Quarter (SW/4) being the west boundary of Garfield Street.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

All of the South 28 acres of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings of Washington F.A. to Midland Junior College District on November 21, 1988, recorded in Book 989, Page 653, Deed Records, Midland County, Texas.

A 20.347 acre tract out of the north part of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings Bank F.A., formerly known as Gibraltar Savings of Washington F.A. to Midland Junior College District on August 2, 1989 recorded in Book 1013, Page 257, Deed Records, Midland County, Texas, less and except a 1.16 acre tract of land at the North part of said tract, and being the same land conveyed in General Warranty Deed from the Midland Community College District to the City of Midland on August 21, 1999 recorded in Book 1696, Page 636, Official Public Records, Midland County, Texas.

EXHIBIT "B"

Attached to that certain Memorandum of Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Lease and Leased Premises

Oil and Gas Lease dated effective as of _____ ___, 20__, between the City of Midland, Texas, as lessor, and Midland-Petro D.C. Partners, LLC, as lessee, covering the following lands located in Midland County, Texas:

(Section 14)
Being 103.799 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, In Book 79, Page 557, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 0.73 acres of land, more or less, in the Southeast (SE) corner of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 360, Page 431, Deed Records, Midland County, Texas.

6. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)
Being 492.0873 net mineral acres of land, more or less, out of a 640 acre Section being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Section and the following conveyed tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

37.460 acres of land, more or less, being the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except a 2.54 acre tract which was conveyed by Warranty Deed from the City of Midland to Hillander School filed on August 26, 1965, in Book 453, Page 163, Deed Records, Midland County, Texas, and being subject to a one-half (1/2) mineral reservation by A.J. Anderson and Lucille Anderson, husband and wife, to Sam Lundie by Warranty Deed filed on May 11, 1929, in Book 44, Page 430, Deed Records, Midland County, Texas.

43.9927 acres of land, more or less, being in Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being further described in the two following tracts:
Tract 1.
Being all of Lot 1, Block 1, Midland Airpark, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet F, Page 188, Plat Records of Midland County, Texas.
SAVE AND EXCEPT a 1.5 acre tract of land being described by metes and bounds.
Tract 2.
A tract of land located in the Southwest part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of the area shown as a drainage right-of-way on a plat named Midland Airpark as recorded in Cabinet F, Page 188 of the Midland County Plat Records less a SAVE AND EXCEPT tract being a 0.4973 acre tract described by metes and bounds.
Both tracts being more fully described by metes and bounds in Mineral Deed dated January 15, 2013 from Andrea Holt Catania and Holly Holt Williamson, Co-Independent Executrixes for the Estate of Robert B. Holt, Deceased, to the City of Midland as Document Number 2013-1544, Official Records, Midland County, Texas, whereas the City of Midland received 60% of the minerals and all of the Executive Rights of said land.

(Section 22)
0.518 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of Lots 8 and 9, Block 1, of the Berkshire Place Addition to the City of Midland, Midland County, Texas, as shown by the official map of plat thereof of record in the office of the County Clerk of Midland County, Texas and being more particularly described in that certain Warranty Deed dated March 10, 1958 from William D. Hays, Jr., Individually and as general partner in Hays Construction Company, a co-partnership, to the City of Midland, Texas and recorded at Volume 304, Page 27, Deed Records, Midland County, Texas.

0.761 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a portion of Avalon Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 100, Page 545, Deed Records, and being more particularly described in the two following Warranty Deeds:

1. Being 0.254 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated July 18, 1954 from Ben H. Greenberg and wife, Dora Greenberg to the City of Midland, Texas and recorded at Volume 216, Page 413, Deed Records, Midland County, Texas.

2. Being 0.504 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated June 17, 1998 from C.R. Bailey, joined herein by his wife, Virginia H. Bailey to the City of Midland, Texas and recorded in Volume 1571, Page 367, Deed Records, Midland County, Texas.

98.901 acre tract of land in the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being more particularly in the two following Warranty Deeds:

1. Being 80 acres of land being the N/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds, and being conveyed from William P. Bodine, now a single person, and J.A. Bodine and wife, Oza Bodine, Laverne Murchison (nee Bodine) and husband, Gaines Murchison, and patsy Gene Miles (nee Bodine) and husband, Terrell Miles, the only heirs of Margie Ann Bodine, to the City of Midland dated November 13, 1942, and recorded in Volume 73, Page 351, Deed Records, Midland County, Texas; and

2. Being 18.901 Acres, known as the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being conveyed from O.M. Tyner and wife, Bessie Tyner to the City of Midland dated December 14, 1942, and recorded in Volume 73, Page 361, Deed Records, Midland County, Texas.

Save and Except the following conveyed tracts of land:

SAVE AND EXCEPT:
5 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, more particularly described by metes and bounds in that Special Warranty Deed dated November 23, 1964 from the City of Midland, Texas, a Home Rule Municipal Corporation to the Midland Council for Retarded Children, Inc., recorded at Volume 441, Page 326 of the Deed Records of Midland County, Texas. Also, known as Lot 1, Block 4 of the "A" Street Community Center, Section 4, an Addition to the City of Midland, Midland County, Texas, according to map or plat or map thereof of record in Cabinet B, Page 359, Plat Records, Midland County, Texas

5.158 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in that Special Warranty Deed dated June 24, 1965 from The City of Midland, Texas, a Home Rule Municipal Corporation, to Oaklawn Park Baptist Church, Inc., recorded in Volume 450, Page 279 of the Deed Records of Midland County, Texas. Also known as Lot 2, Block 1, "A" Street Community Center, Section 5, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 396, Plat Records, Midland County, Texas.

3.86 acre tract of land out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in Special Warranty Deed dated July 7, 1971 from the City of Midland, a municipal corporation, to City of Midland Swim Team, Inc. recorded in Volume 551, Page 32, Deed Records, Midland County, Texas. Also known as Lot 3, Block 6, "A" Street Community Center Section 9 according to the map or plat thereof of record in Cabinet I, Page 171, Plat Records, Midland County, Texas.

0.282 acres of land, more or less, being the North 75 feet of Lot 2, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

0.617 acres of land, more or less, being Lot 5, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

Being 83.984 net mineral acres out of the 98.901 acre tract of land out of the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

(Section 23)
5.124 acres, more or less, being all of Blocks 1, 2, and 3, of a subdivision of Tracts 31, 32, and 33, Morningside Addition, an addition to the City of Midland, Midland County, Texas, as per plat thereof of record in Volume 180, Page 124, Deed Records, Midland County, Texas, and being more particularly described in Warranty Deed dated April 4, 1955 from W.R. Upham and wife, Lucille A. Upham and H.C. Avery, Jr. and wife, Edith Avery to the City of Midland, Texas recorded in Volume 228, Page 420, Deed Records, Midland County, Texas and Ordinance dated April 26, 1955 petitioned by the Midland Independent School District to the City Council of the City of Midland, which it was ordained to vacate, abandon, and close certain streets, being described in Volume 230, Page 5, Deed Records, Midland County, Texas.

5.33 acre Park Site out of a 10 acre tract situated in the SE corner of W/2 of NW/4, Section Twenty-three (23), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds and being more particularly described in Warranty Deed dated March 24, 1958 from Paul McHargue to the City of Midland, a municipal corporation, of the County of Midland, Texas recorded in Volume 288, Page 84, Deed Records, Midland County, Texas.

(Section 26)
0.138 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as all of Lot 24 except the West 4 feet thereof, in Block 2 of Russell & High Addition, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Volume 103, Page 473 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated November 6, 1995, from Carl E. Schuder and wife, Mary K. Schuder to the City of Midland, and recorded at Volume 1341, Page 753, Deed Records, Midland County, Texas.

0.75 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Lots 3 and 4, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas. and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from Faustino Quiroz and spouse, Mary Frances Quiroz to the City of Midland, Midland County, Texas and recorded at Volume 1525, Page 8, Deed Records, Midland County, Texas.

0.545 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas., and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from A.T. Mendoza to the City of Midland, recorded in Volume 1525, Page 14, Deed Records, Midland County, Texas.

1.468 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Ida Jo Moore Park, in Ridglea Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 130, Page 237, Deed Records, No conveyance could be found of record conveying an interest to the City of Midland.

0.239 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Block 12, Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.066 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a small triangle of land located in Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.377 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lots 1, 2, 3, and the East 14 Feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed dated June 11, 1940, from B.G. Grafa and wife, Mable Grafa to the City of Midland, recorded in Volume 66, Page 352, Deed Records, Midland County, Texas.

0.805 acres of land, more or less, being Lots 7-11, Block 1, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated August 18, 1988 executed by Georgina G. Figueroa to the City of Midland, recorded in Volume 979, Page 115 of the Deed Records of Midland County, Texas.

0.161 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas, and being known as Lot Twelve (12), Block One (1), Original Town, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 3, Pages 232 and 233, Deed Records, Midland County, Texas, and being more particularly described in that certain Deed, dated November 15, 1988, from Vincenta Rodriguez, joined by husband, Ruben P. Rodriguez to City of Midland, recorded at Document Number 986-309, Deed Records, Midland County, Texas.

N 100' of NW/4, Block 2, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the East One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Special Warranty Deed dated February 8th, 1989 Prudential Insurance Company of America to the City of Midland, recorded at Volume 994 Page 524, Official Public Records, Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the West One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Warranty Deed dated December 19th, 1991 from MWJ Producing Company to the City of Midland, recorded at Volume 1106 Page 199, Official Public Records, Midland County, Texas.

0.37699 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lots 1, 2, and 3, and the East 14 feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated December 19th, 1991 from B. G. Grafa and wife, Mable C. Grafa to the City of Midland, recorded at Volume 66 Page 352, Official Public Records, Midland County, Texas.

0.13799 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 24 Except the West 4 feet, Block 2, Resurvey of Russell & High Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 103, Page 1473, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated November 6th, 1995 from Carle E. Schuder and wife, Mary K. Schuder to the City of Midland, recorded at Volume 1341 Page 753, Official Public Records, Midland County, Texas.

0.5449 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 21st, 1998 from A. T. Mendoza to the City of Midland, recorded at Volume 1525 Page 14, Official Public Records, Midland County, Texas

0.75 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 3 and 4, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 9th, 1998 from Faustino Quiroz and spouse, Mary Frances to the City of Midland, recorded at Volume 1525 Page 8, Official Public Records, Midland County, Texas

0.24299 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998 from the City of Midland to the City of Midland, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.5 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.04 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 0.04 acres out of the resurvey of Block 1, Richardson Abilene, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 64, Page 125, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated July 7th, 1945 from Henry Butler and wife, Margaret Butler to the City of Midland, recorded at Volume 86 Page 39, Official Public Records, Midland County, Texas

0.11 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Block 12, Highland Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed Agreement dated May 3rd, 1949 from Aminite Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W. T. Brown, Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, recorded at Volume 110 Page 94, Official Public Records, Midland County, Texas.

0.155 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Tract 12, Block 1 and 2, W W Harris Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Volume 100, Page 602, Plat Records, Midland County, Texas.

1.46 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Riglea Park, Riglea (aka Ida Jo Moore Park) Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet A, Page 74, Plat Records, Midland County, Texas.

0.066 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 87 feet x 35 feet x 80 feet, South Triangle of Block 8, Highland Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 69, Plat Records, Midland County, Texas.

0.0929 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a triangle shaped median or strip of land at the intersection East Louisiana

Avenue and North Lamesa Road (700 North Mineola Street, Midland, Texas; Property ID R25919), Midland County, Texas.

0.021 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a portion of the Southeast corner of Lot 6, Block 28, Cowden, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 22, Plat Records, Midland County, Texas.

W/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

E/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

Lot 2, except 0.035 acres thereof described in Document #2018-3235 from City of Midland to Mark L. Branum, dated 10/12/2018, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

Lot 4, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

EXHIBIT "D"

Landscaping Schematics and Permanent Fence Schematics







City Council Meeting

Item Number: 48

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION GRANTING VARIANCES FOR TWO OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; AND APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 703 FEET AND 717 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,909 FEET AND 1,922 FEET SOUTH OF WEST LOOP 250 NORTH) (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the issuance of permit Permian Deep Rock Oil Co., LLC for the drilling of the following oil and gas wells: Chaparral H110UH and Knight H140UH; said wells being generally located between 717 feet and 703 feet east of North A Street extension and between 1,922 feet and 1,909 feet south of W Loop 250 N. The required 30-day public comment has passed, and the Council may consider this request. Currently no notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. Per the City agreement requirements, Permian Deep Rock will be using 24 ft. tall

sound walls on all sides of location during drilling and fracing. In addition, a quiet frac system will be used for all wells and truck traffic will enter from turn out lane off of Big Spring and follow a row to well locations and then exit leaving on Smith Road and then left on Veterans Parkway. A closed loop system will be used for drilling operations so no reserve pits or drillings will be on the property. A production tank battery will be located outside the city limits and transfer facility will be located on the North West corner of the actual well pad location. The wells permit approval will be dependent upon the operator having a council approved surface agreement and lease agreement with the City of Midland. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

(1) requests variance to residence or commercial structure within 500 feet.
Chaparral H110UH- Variance of 295 feet.
Knight H140UH- Variance 311 feet.
(2) requests to allow for twenty-four-hour fracing operations.
(3) requests variance for fence of the drill pad instead of individual well
(4) request a variance to the landscaping and irrigation to follow the Surface Agreement.
(5) requests variance to remove drill cuttings from the location per the Surface Agreement with the City of Midland.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION GRANTING VARIANCES FOR TWO OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; AND APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 703 FEET AND 717 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,909 FEET AND 1,922 FEET SOUTH OF WEST LOOP 250 NORTH)

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations,"Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, pursuant to Section 6-1-23(H)(2)(a) of the City Code of Midland, Texas, Operator has requested variances in order to allow said oil and gas wells to be closer than 500 feet of an occupied commercial structure; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on September 14, 2021; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds and determines that granting permits to Operator to drill oil and gas wells on the property described in Section Two hereof will not present a health or safety risk; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland, and variances are hereby granted for oil and gas wells to be located on the property described in Section Two hereof by allowing said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure subject to the conditions of the permits authorized in Section Two.

SECTION TWO. That the Mayor is hereby authorized and directed to execute

permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

Chaparral H110UH and Knight H140UH;

located in Section 14, Block 39, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" and "B" and incorporated herein for all legal purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 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:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated July 1, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Chaparral H110UH oil and gas well shall be 1,922 feet from the north line and 703 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 295 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated July 1, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Knight H140UH oil and gas well shall be 1,909 feet from the north line and 717 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 311 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
7/01/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. / Rep. Fax
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is**

Current Tax Roll from Midland Central Appraisal District), **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H110UH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1922' FNL & 703' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M: **No city roads will be used**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SEAL

NOTES:

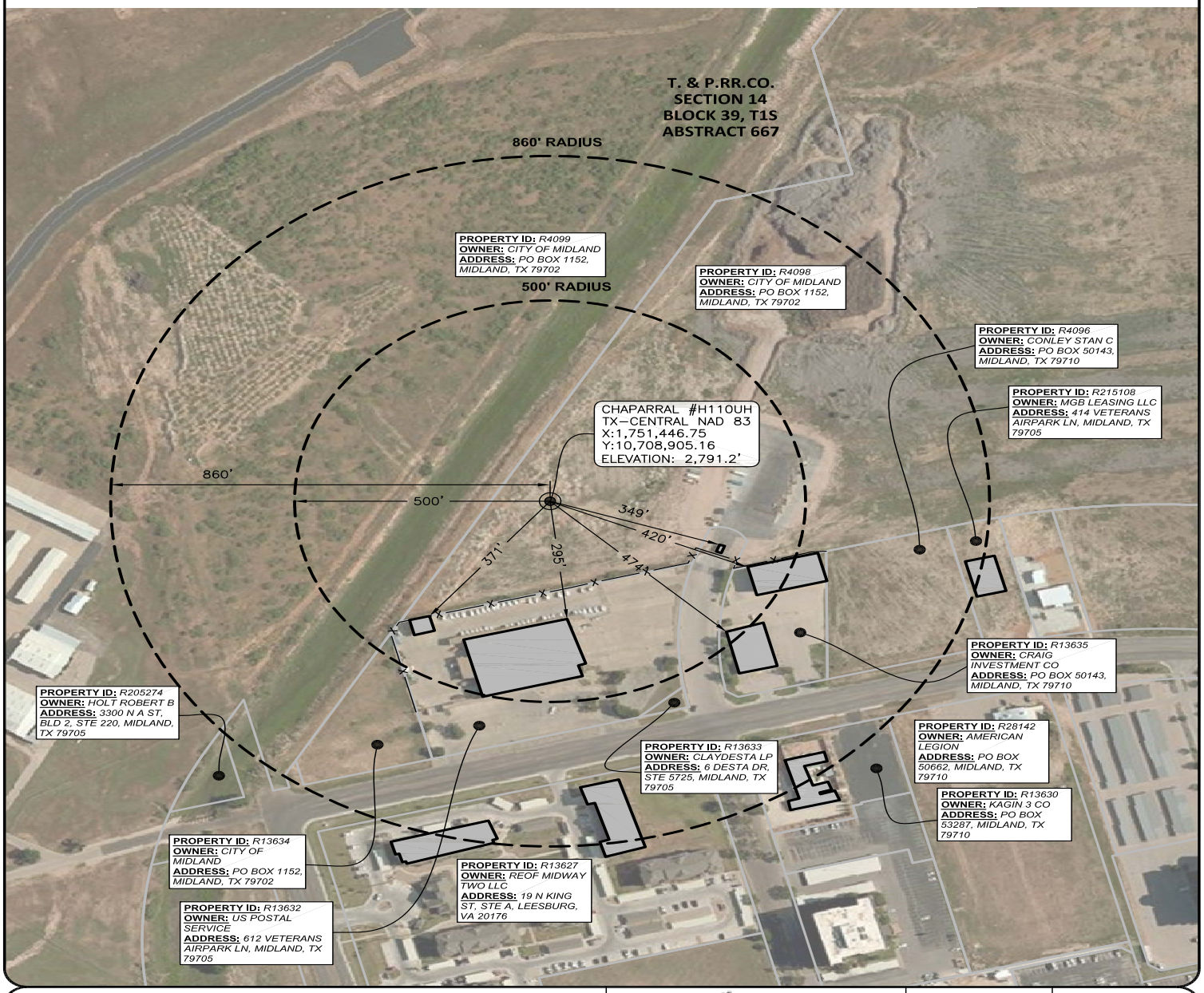
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 07-16-2019

STATE OF TEXAS
REGISTERED
JERRY D. WILKIE JR.
4724
PROFESSIONAL
LAND SURVEYOR

06/24/21

JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 4724

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL #H110UH
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 703' FSWL & 1,922' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

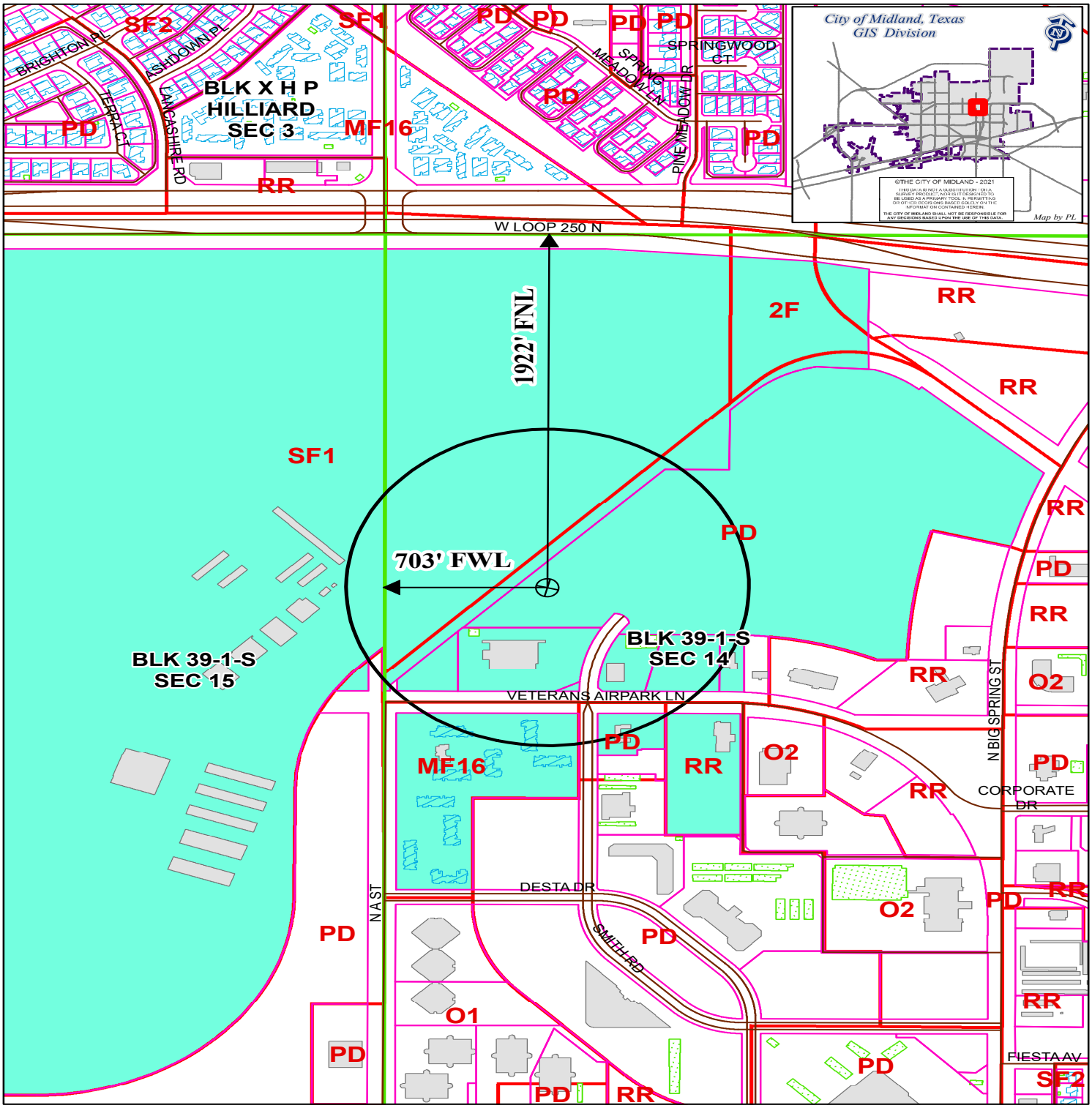
DRAWN	JG	DATE	08-05-19
CHECKED	DC	DATE	08-05-19
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	8/15/19	PROPERTY I.D.'S
2	11/07/19	WELL NAME CHANGED

JOB NAME CHAPARRAL #H110UH
JOB NO. 19002229

DRAFTED 48.19 November 16, 2021

Date: Jun 24, 2021, 4:06pm User ID: dcastillo
File: K:\19002229-Arrington Oil & Gas-ClaDesta Prospect\DWG\Plan Sets\Plat-Tentative Prelim\CAD 83\WEST PAD\CHAPARRAL #H110UH-WEST PAD\EXHIBIT E\19002229-EXHIBIT E-CHAPARRAL #H110UH-NAD 83-REV 5.dwg



LOCATION AND ZONING MAP

Oil - 036195 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,922' FNL and 703' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 703 feet east of North A Street extension and 1,922 feet south of W Loop 250 N.

Chaparral H110UH

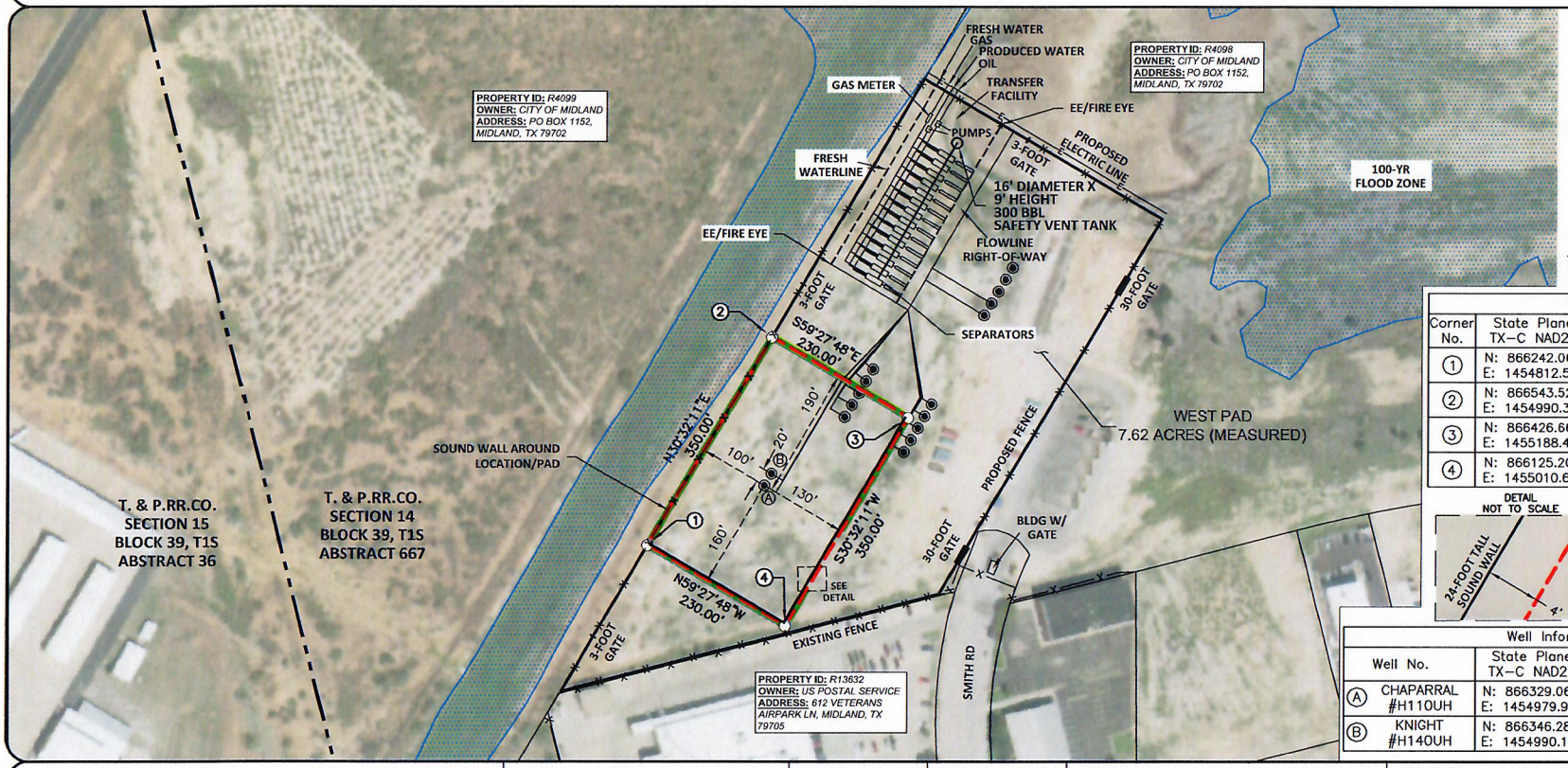
LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
SE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND COUNTY, TEXAS



STATE OF TEXAS REGISTERED JERRY D. WILKIE JR. 4724 PROFESSIONAL LAND SURVEYOR

08/18/21

JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 4724

November 16, 2021

Coordinates			
Corner No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
①	N: 866242.06 E: 1454812.54	Lat: 32°02'11.45" Long: 102°05'33.23"	2,792.2'
②	N: 866543.52 E: 1454990.37	Lat: 32°02'14.46" Long: 102°05'31.22"	2,789.9'
③	N: 866426.66 E: 1455188.47	Lat: 32°02'13.33" Long: 102°05'28.90"	2,790.1'
④	N: 866125.20 E: 1455010.64	Lat: 32°02'10.32" Long: 102°05'30.91"	2,790.2'

DETAIL NOT TO SCALE

RED PAD =
TOTAL AREA OF WELL PAD
= 1.85 ACRES
= 80,500 SQ. FEET

Well Information			
Well No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
Ⓐ CHAPARRAL #H110UH	N: 866329.06 E: 1454979.96	Lat: 32°02'12.33" Long: 102°05'31.31"	2,791.2'
Ⓑ KNIGHT #H140UH	N: 866346.28 E: 1454990.13	Lat: 32°02'12.51" Long: 102°05'31.19"	2,792.5'

EXHIBIT "G"

CHAPARRAL #H110UH & KNIGHT #H140UH
SITUATED IN
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667 OF THE CITY MIDLAND, MIDLAND COUNTY, TEXAS.

REV.	DRAWING NAME
7	EXHIBIT "G"-WEST PAD

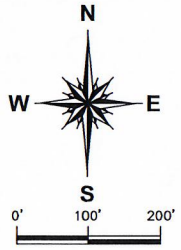
PERMIAN DEEP ROCK OIL COMPANY

ATWELL

DRAWN	JG	DATE	08/02/19
CHECKED	LF	DATE	08/02/19
APP'D	OM/DC	DATE	08/02/19
SCALE	1"=200'	PAGE	2 OF 3

REV#	DATE	DESC.
4/JG	12-03-19	ADD PRODUCTION FACILITY
5/JG	12-27-19	ADDED GATES & SOUND WALL
6/MA	06-30-21	UPDATED LABELS

JOB NO. 19002229



LEGEND

- PRODUCT LINE
- SOUND WALL
- SOUND WALL AROUND LOCATION/PAD
- PAD LINE
- SURFACE HOLE LOCATION

NOTES

1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1927, US SURVEY FOOT, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON JULY 16, 2019.

PACKET 48.21

Date: Aug 18, 2021, 8:25am User ID: malfaro
File: K:\19002229–Arrington Oil & Gas–ClaDesta Prospect\DWG\Plan Sets\Plat–Tentative Prelim\CAD B3\WEST PAD\Exhibits\G\Rev7\19002229–EXHIBIT G–CHAPARRAL #H110UH_KNIGHT #H140UH–NAD 83.dwg

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
7/01/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

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1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is**

Current Tax Roll from Midland Central Appraisal District), **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Knight H140UH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

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Legal Description of Proposed Well Site: SHL: 1909' FNL & 717' FWL, Section 14
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Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling: None**

(2) **Operations: Oncor**

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

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Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

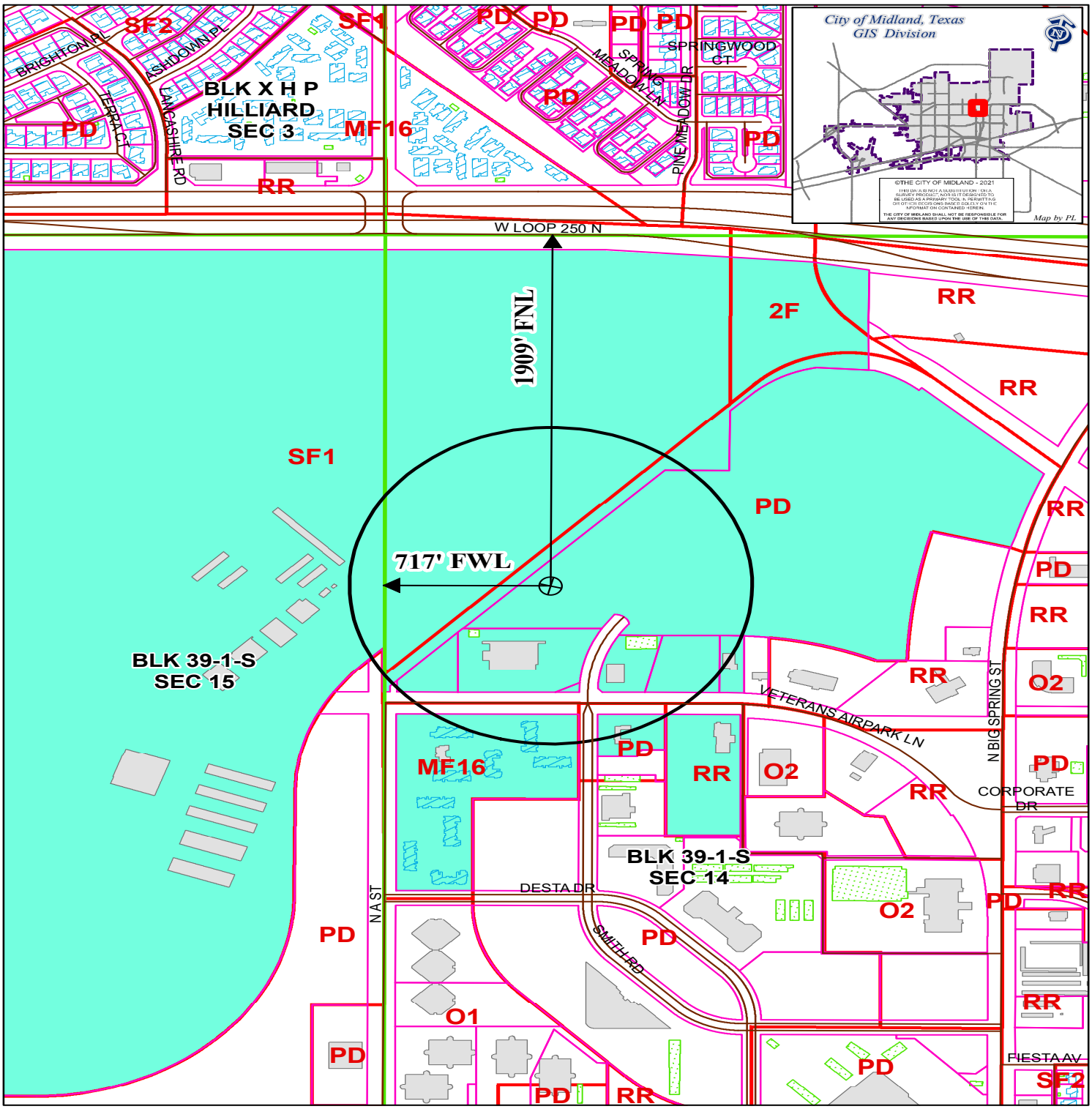
County of Midland)

Keith E. Bucy , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

[SEAL]



LOCATION AND ZONING MAP

Oil - 036194 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,909' FNL and 717' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 717 feet east of North A Street extension and 1,909 feet south of W Loop 250 N.

Knight H140UH

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
SE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

NOTES:

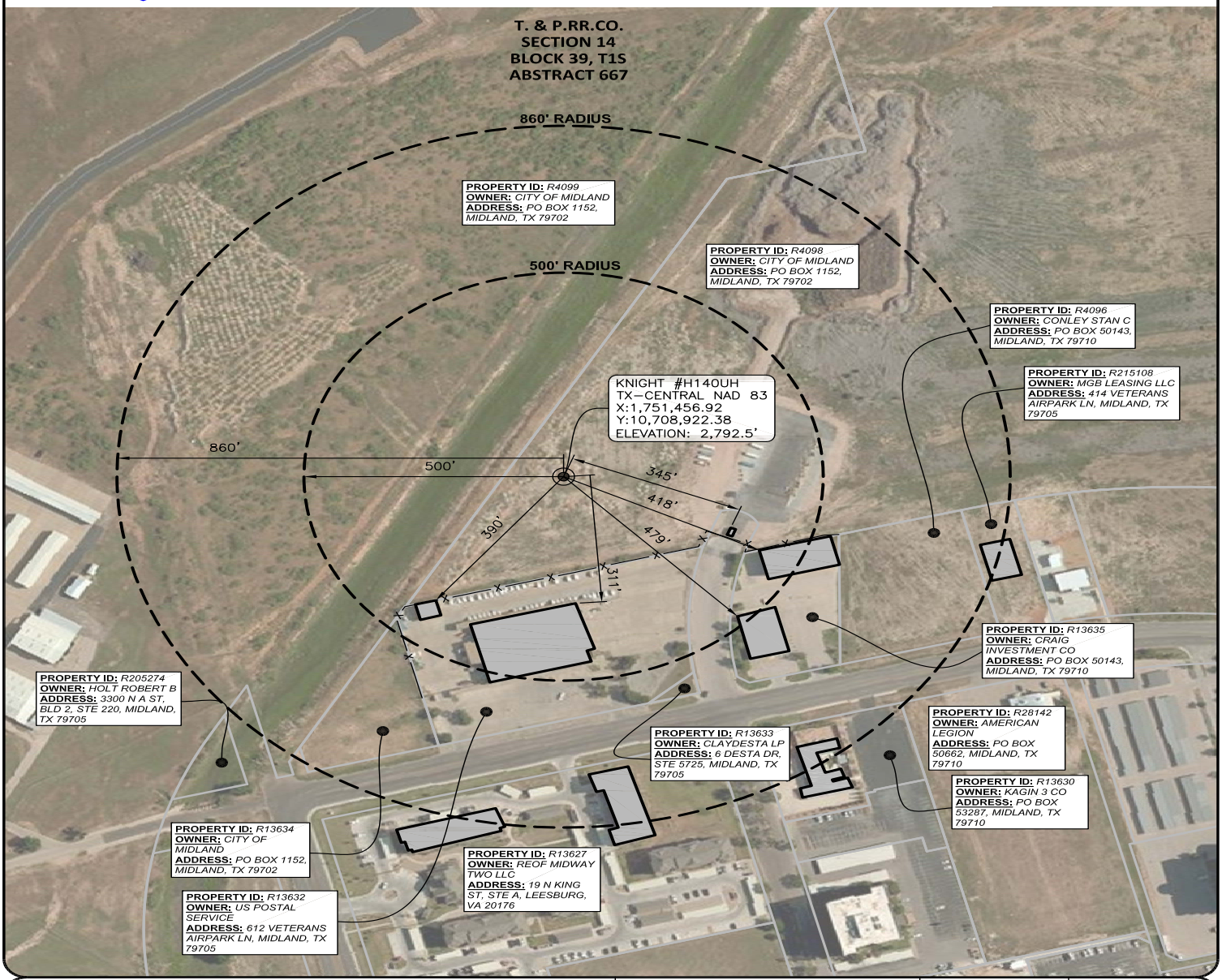
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 07-16-2019

STATE OF TEXAS
REGISTERED
JERRY D. WILKIE JR.
4724
PROFESSIONAL
LAND SURVEYOR

06/24/21

JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 4724

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT #H140UH
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 717' FSWL & 1,909' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

SCALE: 1" = 48.27'

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	JG	DATE	08-05-19
CHECKED	DC	DATE	08-05-19
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	8/15/19	PROPERTY I.D.'S
2	11/07/19	WELL NAME CHANGED

JOB NAME: KNIGHT #H140UH
JOB NO.: 19002229

DATE: November 16, 2021

Date: Jun 24, 2021, 4:28pm User ID: malfaro
File: K:\19002229-Arrington Oil & Gas-ClaDesta Prospect\DWG\Plan Sets\Plat-Tentative Prelim\CAD 83\WEST PAD\KNIGHT #H140UH-WEST PAD\EXHIBIT E\19002229-EXHIBIT E-KNIGHT #H140UH-NAD 83-REV 2.dwg

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated July 1, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Chaparral H110UH oil and gas well shall be 1,922 feet from the north line and 703 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 295 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 16, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated July 1, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Knight H140UH oil and gas well shall be 1,909 feet from the north line and 717 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 16, 2021 through November 16, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 311 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

City Council Meeting

Item Number: 49

Meeting Date: November 16, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH PERMIAN DEEP ROCK OIL CO., LLC REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 3) (DEVELOPMENT SERVICES)**

Purpose:

Resolution approving a road repair agreement between the City of Midland and Permian Deep Rock Oil Co., LLC.

Recommended City Council Action:

Approve

Fiscal Impact:

This agreement will cover the cost of road damages to Veterans Airpark Lane and Smith Road that are attributable to Permian Deep Rock Oil Co., LLC, in association with the above drilling permits. The total amount of the bond covering proposed and existing well sites within the City is $75,000.00; this is the amount specified in the City's oil and gas drilling regulations.

Discussion:

Permian Deep Rock Oil Co., LLC, have met the requirements contained in the City code related to this matter. The road repair agreement approval will be dependent upon the operator having a council approved surface agreement and lease agreement with the City of Midland.

Attachments: Exhibit A-Road Repair Agreement, Exhibit- Route

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH PERMIAN DEEP ROCK OIL CO., LLC REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a road repair agreement with Permian Deep Rock Oil Co., LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

THAT the Mayor is hereby authorized and directed to execute on behalf of the City of Midland, Texas, a road repair agreement with Permian Deep Rock Oil Co., LLC. Said agreement shall be substantially similar in form to Exhibit "M", which is attached hereto and incorporated herein for all purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Exhibt M

Road Use and Repair Agreement

Per the terms of the Surface Use Agreement, Permian Deep Rock Oil Company LLC (" PDROC") intends to use (i) Veterans Airpark Lane between Big Spring Street and Smith Road, (ii) Smith Road, and (iii) any other road owned by Surface Owner located on the Surface Premises to which Surface Owner in its sole discretion has consented to PDROC's use (collectively, the "Utilized Roads"). PDROC agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for damage done to the Utilized Roads and the entrance gates on the Surface Premises to the extent that any such damage is verifiably attributable to traffic servicing PDROC. PRROC will not be obligated to pay for any damage to the Utilized Roads attributable to other parties or for damage associated with normal wear and tear. PRROC has provided to Surface Owner a letter of credit, certificate of deposit or surety bond in form and substance satisfactory to Surface Owner in the amount of $75,000.00 which will serve to secure payment of any such road repair expenses for the Utilized Roads. In the event such letter of credit, certificate of deposit or surety bond is not restored to $75,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, Surface Owner may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond and PRROC's Oil and Gas Well Permit(s) shall immediately cease until PRROC files the required letter of credit, certificate of deposit or surety bond. PRROC and Surface Owner agree that the documentation of any road damage determined to be caused by PRROC's use of the Utilized Roads in connection with its operations shall be presented to PRROC. If PRROC does not agree with such determination, PRROC may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give PRROC the opportunity to be heard and present facts that PRROC deems relevant. Surface Owner reserves the right after giving ten (10) business days written notice to PRROC regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond as outlined in Subsection (K), General Conditions of all Oil and Gas Well Permits, in order to remedy such situation under Section 6-1-23 "Oil and Gas Well Permits" of the City of Midland Oil and Gas Ordinance (as defined below). The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described above.

Agreed to and accepted by the following parties:

Permian Deep Rock Oil Company

By: _____

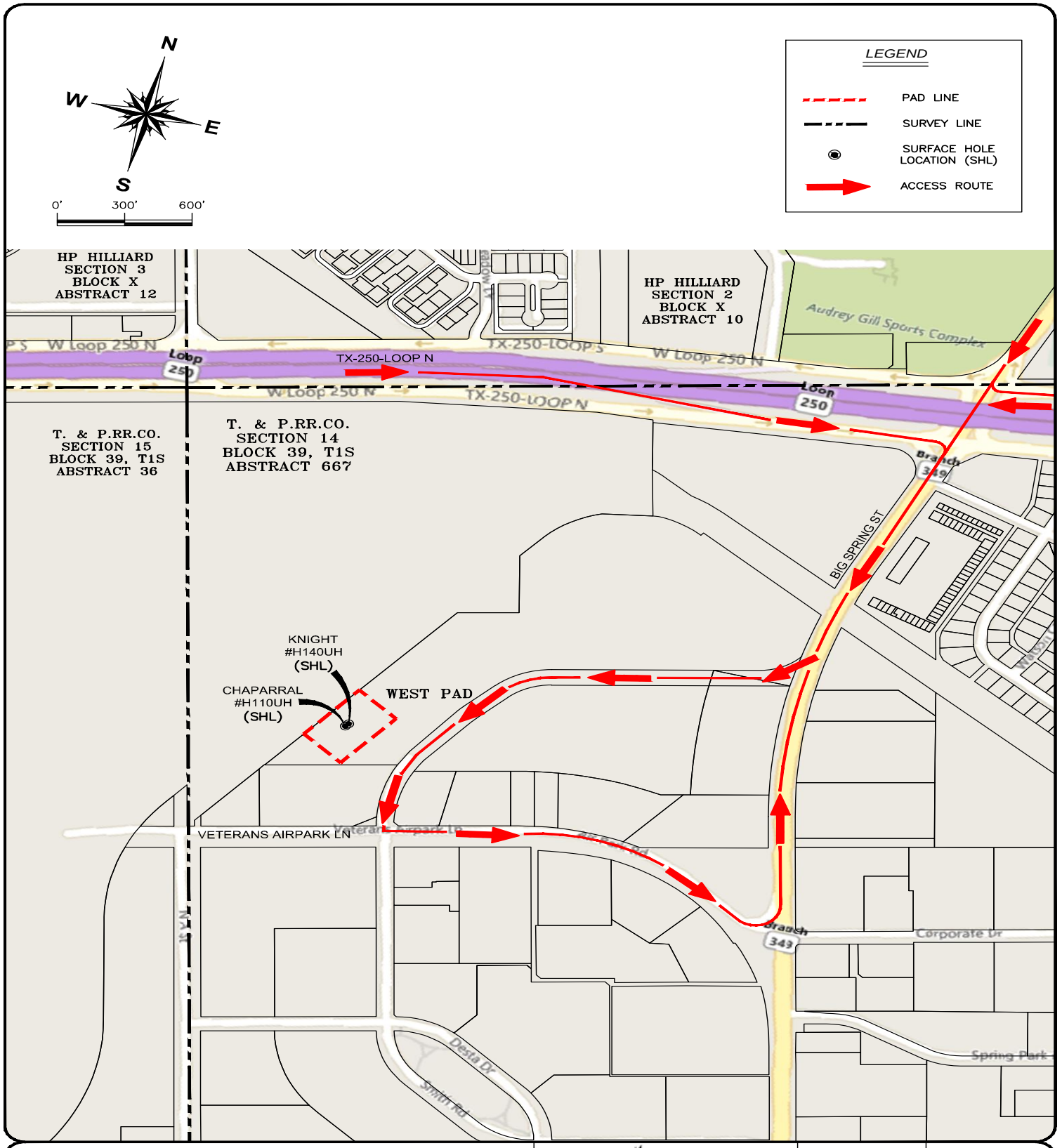
Keith E. Bucy

Date: 10/7/2021

City of Midland

By: _____

Date: _____



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

PERMIAN DEEP ROCK OIL COMPANY

ACCESS ROUTE TO PAD SITES

LOCATED IN THE CITY OF MIDLAND, TEXAS
SITUATED IN
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667
OF MIDLAND COUNTY, TEXAS.

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1927, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	JG	DATE	07-30-19
CHECKED	DC	DATE	07-30-19
APP'D		DATE	
SCALE	1"=600'	PAGE	1 OF 1

REV#	DATE	DESC.
2	11-14-2019	WELL NAMES CHANGED & EAST PAD MOVED
3	12-04-2019	WELL NAMES CHANGED & REMOVED WELL FROM EAST PAD
4	12-19-2019	REMOVED EAST PAD

JOB NAME	ACCESS ROUTE
JOB NO	19002229

DRAFT

49.6

November 16, 2021

Date: Jun 29, 2021, 11:28am User ID: dcastillo
File: K:\19002229-Arrington Oil & Gas-ClaDesta Prospect\DWG\Plan Sets\Plat-Tentative Prelim\CAD 83\19002229-ACCESS ROUTE-KNIGHT PADS-REV 4.dwg

Exhibt M

Road Use and Repair Agreement

Per the terms of the Surface Use Agreement, Permian Deep Rock Oil Company LLC (" PDROC") intends to use (i) Veterans Airpark Lane between Big Spring Street and Smith Road, (ii) Smith Road, and (iii) any other road owned by Surface Owner located on the Surface Premises to which Surface Owner in its sole discretion has consented to PDROC's use (collectively, the "Utilized Roads"). PDROC agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for damage done to the Utilized Roads and the entrance gates on the Surface Premises to the extent that any such damage is verifiably attributable to traffic servicing PDROC. PRROC will not be obligated to pay for any damage to the Utilized Roads attributable to other parties or for damage associated with normal wear and tear. PRROC has provided to Surface Owner a letter of credit, certificate of deposit or surety bond in form and substance satisfactory to Surface Owner in the amount of $75,000.00 which will serve to secure payment of any such road repair expenses for the Utilized Roads. In the event such letter of credit, certificate of deposit or surety bond is not restored to $75,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, Surface Owner may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond and PRROC's Oil and Gas Well Permit(s) shall immediately cease until PRROC files the required letter of credit, certificate of deposit or surety bond. PRROC and Surface Owner agree that the documentation of any road damage determined to be caused by PRROC's use of the Utilized Roads in connection with its operations shall be presented to PRROC. If PRROC does not agree with such determination, PRROC may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give PRROC the opportunity to be heard and present facts that PRROC deems relevant. Surface Owner reserves the right after giving ten (10) business days written notice to PRROC regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond as outlined in Subsection (K), General Conditions of all Oil and Gas Well Permits, in order to remedy such situation under Section 6-1-23 "Oil and Gas Well Permits" of the City of Midland Oil and Gas Ordinance (as defined below). The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described above.

Agreed to and accepted by the following parties:

Permian Deep Rock Oil Company

By: _____

Keith E. Bucy

Date: 10/7/2021

City of Midland

By: _____

Date: _____

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
November 16, 2021

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
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
Beverly Dillow	10/21	Sept 30 2024	Sept 30 2027
Dave Joyner	10/21	Sept 30 2024	Sept 30 2027
Robert Richards	10/21	Sept 30 2024	Sept 30 2027

Justine Ruff (Liaison)
Lori Blong (Council Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

Eligibility Requirements: Resident of Midland County

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Leah Lewis (daily operations)	09/17	Sept 30 2025	Does not expire??
Robert “Robin” Donnelly (County)	11/13	Sept 30 2025	Sept 30 2025
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)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 2 Citizens

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	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)			

Eligibility Requirements: Members shall reside within the City.

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

	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)

	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)			

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, “Municipal Hotel Occupancy Taxes”, 1 Member Representative of Hotel/Motel Association.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2024

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)

Eligibility Requirements: No director or employee shall be related to a current City Council member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)

	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
Wes Gotcher	09/20	Oct 2022
Robert Lehrer	09/20	Oct 2022
Latoya Mayberry	06/21	Oct 2023
Sylvestor Cantu	09/18*	Oct 2023
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2023

Isaac Garnett (Staff Liasion)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)
(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	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
Scott Bowden (Real Estate)	10/19	Sept 30 2022	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2022	Sept 30 2025
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023
Rhett Bullock (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2026
Cameron Willmann (Real Estate)	10/21	Sept 30 2024	Sept 30 2026

Ron Jenkins (Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	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)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

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)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	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)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	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**	

Jeff Pinkstaff (Staff Liaison)

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	NOTES				
Anson Moreno (D1)	PBA					
Melissa Mosier (D2)	MDC					
James Murphy (D1)						
Sonya Mucino (County)						
		There are 4 Alternate Vacancies that need to be filled				

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: 8/19/2021

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

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

Anson Moreno

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

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

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

M Mosa

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City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

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:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

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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: October 18, 2021

Name: Sonya Luna Muciño

Phone: 4329348358 (Home)

Address: 1400 N. CR 1136

Midland, TX 79706

(City) (State) (Zip)

(Business)

Email: All lowercase
sonya.lunamucino@exprealty.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 39 years.

Occupation: Realtor

Professional and/or Community Activities:

I serve on Govt. Affairs Com., TREPAC Com., & Commercial Real Estate Com. at the Permian Basin Board of Realtors here in Midland. State level I serve on the Risk Reduction & Commercial Real Estate Committees.

What is your personal vision for the City?

To improve it as change becomes a constant factor.

Please specify any time constraints you may have.

picking my daughter up from school at 4:00

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've been a Realtor for 11 years and I have my experience and passion for the real estate industry to bring to the table and also to learn!

What contribution would you most like to make?

My time, Knowledge, and participation

Additional pertinent information or references:

My Broker w/ EXP Rick Tankersley ph: 1.888.519.7431
or my AE at the Board of Realtors here in Midland
Rhonda Lesley 432.689.0086

(2) Name of Board/Commission:

This would be my first one.

What contribution would you most like to make?

The willingness to serve by participating.

Additional pertinent information or references:

My Boss/Broker - Rick Tankersley 1.888.519.7431
Permian Basin Board of Realtors AE - Rhonda Lesley
432.689.0086

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

Sonya Luna Mucino

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